

**JUNE 20, 2000**

**BONNEVILLE POWER ADMINISTRATION  
TRANSMISSION BUSINESS LINE  
PROPOSED OPEN ACCESS TRANSMISSION TARIFF**

**EFFECTIVE OCTOBER 1, 2001**

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## **I. COMMON SERVICE PROVISIONS**

### **1 Definitions**

#### **1.1 Ancillary Services**

Those services that are necessary to support the transmission of capacity and energy from resources to loads while maintaining reliable operation of the Transmission Provider's Transmission System in accordance with Good Utility Practice.

#### **1.2 Annual Transmission Costs (Intentionally Omitted)**

#### **1.3 Application**

A request by an Eligible Customer for transmission service pursuant to the provisions of the Tariff.

#### **1.4 Commission**

The Federal Energy Regulatory Commission.

#### **1.5 Completed Application**

An Application that satisfies all of the information and other requirements of the Tariff, including any required deposit.

#### **1.6 Control Area**

An electric power system or combination of electric power systems to which a common automatic generation control scheme is applied in order to:

- (1) Match, at all times, the power output of the generators within the electric power system(s) and capacity and energy purchased from entities outside the electric power system(s), with the load within the electric power system(s);
- (2) Maintain scheduled interchange with other Control Areas, within the limits of Good Utility Practice;

(3) Maintain the frequency of the electric power system(s) within reasonable limits in accordance with Good Utility Practice; and

(4) Provide sufficient generating capacity to maintain operating reserves in accordance with Good Utility Practice.

#### **1.7 Curtailment**

A reduction in firm or non-firm transmission service in response to a transmission capacity shortage as a result of system reliability conditions.

##### **1.7.1 Customer-Served Load**

The monthly amount in megawatts of the Transmission Customer's Network Load that the Transmission Customer elects to serve on a firm basis from sources internal to its system or over nonfederal transmission facilities or pursuant to contracts other than the Network Integration Service Agreement.

#### **1.8 Delivering Party**

The entity supplying capacity and energy to be transmitted at Point(s) of Receipt.

#### **1.9 Designated Agent**

Any entity that performs actions or functions on behalf of the Transmission Provider, an Eligible Customer, or the Transmission Customer required under the Tariff.

#### **1.10 Direct Assignment Facilities**

Facilities or portions of facilities that are constructed by the Transmission Provider for the sole use/benefit of a particular Transmission Customer requesting service under the Tariff, the costs of which may be directly assigned to the Transmission Customer in accordance with applicable Commission policy. Direct Assignment Facilities shall be specified in the Service Agreement that governs service to the Transmission Customer.

### **1.11 Eligible Customer**

(i) Any electric utility (including the Transmission Provider and any power marketer), Federal power marketing agency, or any person generating electric energy for sale for resale is an Eligible Customer under the Tariff. Electric energy sold or produced by such entity may be electric energy produced in the United States, Canada or Mexico. However, with respect to transmission service that the Commission is prohibited from ordering by Section 212(h) of the Federal Power Act, such entity is eligible only if the service is provided to such entity's customer that qualifies as an Eligible Customer pursuant to subsections (ii) or (iii) below.

(ii) Pursuant to a voluntary offer by the Transmission Provider, a retail customer of a distribution utility taking unbundled transmission service pursuant to a state retail access program (or taking unbundled transmission service as offered by its distribution utility) or any Federal entity eligible under law to purchase Federal power is an Eligible Customer under the Tariff.

(iii) A direct service industry to which the Bonneville Power Administration is authorized to sell power under the Pacific Northwest Electric Power Planning and Conservation Act shall be an Eligible Customer under the Tariff.

### **1.12 Facilities Study**

An engineering study conducted by the Transmission Provider to determine the required modifications to the Transmission Provider's Transmission System, including the cost and scheduled completion date for such modifications, that will be required to provide the requested transmission service.

### **1.13 Firm Point-To-Point Transmission Service**

Transmission Service under this Tariff that is reserved and/or scheduled between specified Points of Receipt and Delivery pursuant to Part II of this Tariff.

### **1.14 Good Utility Practice**

Any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

### **1.15 Interruption**

A reduction in non-firm transmission service due to economic reasons pursuant to Section 14.7.

### **1.16 Load Ratio Share** (Intentionally Omitted)

### **1.17 Load Shedding**

The systematic reduction of system demand by temporarily decreasing load in response to transmission system or area capacity shortages, system instability, or voltage control considerations under Part III of the Tariff.

### **1.18 Long-Term Firm Point-To-Point Transmission Service**

Firm Point-To-Point Transmission Service under Part II of the Tariff with a term of one year or more.

#### **1.19 Native Load Customers**

The wholesale and retail power customers of the Transmission Provider on whose behalf the Transmission Provider, by statute, franchise, regulatory requirement, or contract, has undertaken an obligation to construct and operate the Transmission Provider's system to meet the reliable electric needs of such customers.

#### **1.20 Network Customer**

An entity receiving transmission service pursuant to the terms of the Transmission Provider's Network Integration Transmission Service under Part III of the Tariff.

#### **1.21 Network Integration Transmission Service**

The transmission service provided under Part III of the Tariff.

#### **1.22 Network Load**

The load that a Network Customer designates for Network Integration Transmission Service under Part III of the Tariff. The Network Customer's Network Load shall include all load served by the output of any Network Resources designated by the Network Customer. A Network Customer may elect to designate less than its total load as Network Load but may not designate only part of the load at a discrete Point of Delivery. Where an Eligible Customer has elected not to designate a particular load at discrete points of delivery as Network Load, the Eligible Customer is responsible for making separate arrangements under Part II of the Tariff for any Point-To-Point Transmission Service that may be necessary for such non-designated load.

#### **1.23 Network Operating Agreement**

An executed agreement that contains the terms and conditions under which the Network Customer shall operate its facilities and the technical and operational matters associated with the implementation of Network Integration Transmission Service under Part III of the Tariff.

#### **1.24 Network Operating Committee**

A group made up of representatives from the Network Customer(s) and the Transmission Provider established to coordinate operating criteria and other technical considerations required for implementation of Network Integration Transmission Service under Part III of this Tariff.

#### **1.25 Network Resource**

Any designated generating resource owned, purchased, or leased by a Network Customer under the Network Integration Transmission Service Tariff. Network Resources do not include any resource, or any portion thereof, that is committed for sale to third parties or otherwise cannot be called upon to meet the Network Customer's Network Load on a non-interruptible basis.

#### **1.26 Network Upgrades**

Modifications or additions to transmission-related facilities that are integrated with and support the Transmission Provider's overall Transmission System for the general benefit of all users of such Transmission System.

#### **1.27 Non-Firm Point-To-Point Transmission Service**

Point-To-Point Transmission Service under the Tariff that is reserved and scheduled on an as-available basis and is subject to Curtailment or Interruption as set forth in Section 14.7 under Part II of this Tariff. Non-Firm Point-To-Point Transmission Service is available on a stand-alone basis for periods ranging from one hour to one month.

#### **1.28 Open Access Same-Time Information System (OASIS)**

The information system and standards of conduct contained in Part 37 of the Commission's regulations, and all additional requirements implemented by subsequent Commission orders related with OASIS.



**1.29 Part I**

Tariff Definitions and Common Service Provisions contained in Sections 2 through 12.

**1.30 Part II**

Tariff Sections 13 through 27 pertaining to Point-To-Point Transmission Service in conjunction with the applicable Common Service Provisions of Part I and appropriate Schedules and Attachments.

**1.31 Part III**

Tariff Sections 28 through 35 pertaining to Network Integration Transmission Service in conjunction with the applicable Common Service Provisions of Part I and appropriate Schedules and Attachments.

**1.32 Parties**

The Transmission Provider and the Transmission Customer receiving service under the Tariff.

**1.33 Point(s) of Delivery**

Point(s) on the Transmission Provider's Transmission System, or points on other utility systems pursuant to section 36 of the Tariff, where capacity and energy transmitted by the Transmission Provider will be made available to the Receiving Party under Parts II and III of the Tariff. The Point(s) of Delivery shall be specified in the Service Agreement for Long-Term Firm Point-to-Point and Network Integration Transmission Service.

**1.34 Point(s) of Receipt**

Point(s) of interconnection on the Transmission Provider's Transmission System where capacity and energy will be made available to the Transmission Provider by the Delivering Party

under Parts II and III of the Tariff. The Point(s) of Receipt shall be specified in the Service Agreement for Long-Term Firm Point-to-Point and Network Integration Transmission Service.

**1.35 Point-To-Point Transmission Service**

The reservation and transmission of capacity and energy on either a firm or non-firm basis from the Point(s) of Receipt to the Point(s) of Delivery under Part II of the Tariff.

**1.36 Power Purchaser**

The entity that is purchasing the capacity and energy to be transmitted under the Tariff.

**1.37 Receiving Party**

The entity receiving the capacity and energy transmitted by the Transmission Provider to Point(s) of Delivery.

**1.38 Regional Transmission Group (RTG)**

A voluntary organization of transmission owners, transmission users and other entities approved by the Commission to efficiently coordinate transmission planning (and expansion), operation and use on a regional (and interregional) basis.

**1.39 Reserved Capacity**

The maximum amount of capacity and energy that the Transmission Provider agrees to transmit for the Transmission Customer over the Transmission Provider's Transmission System between the Point(s) of Receipt and the Point(s) of Delivery under Part II of the Tariff. Reserved Capacity shall be expressed in terms of whole megawatts on a sixty (60) minute interval (commencing on the clock hour) basis.

**1.40 Service Agreement**

The initial agreement and any amendments or supplements thereto entered into by the Transmission Customer and the Transmission Provider for service under the Tariff.

**1.41 Service Commencement Date**

The date the Transmission Provider begins to provide service pursuant to the terms of an executed Service Agreement, or the date the Transmission Provider begins to provide service in accordance with Section 15.3 or Section 29.1 under the Tariff.

**1.42 Short-Term Firm Point-To-Point Transmission Service**

Firm Point-To-Point Transmission Service under Part II of the Tariff with a term of less than one year. Short Term Firm Point-To-Point Transmission Service of duration of less than one calendar day is sometimes referred to as Hourly Firm Point-To- Point Transmission Service.

**1.43 System Impact Study**

An assessment by the Transmission Provider of (i) the adequacy of the Transmission System to accommodate a request for either Firm Point-To-Point Transmission Service or Network Integration Transmission Service and (ii) whether any additional costs may be incurred in order to provide transmission service.

**1.44 Third-Party Sale**

Any sale for resale in interstate commerce to a Power Purchaser that is not designated as part of Network Load under the Network Integration Transmission Service.

**1.45 Transmission Customer**

Any Eligible Customer (or its Designated Agent) that (i) executes a Service Agreement, or (ii) requests in writing that the Transmission Provider file with the Commission, a proposed unexecuted Service Agreement to receive transmission service under Part II of the Tariff. This term is used in the Part I Common Service Provisions to include customers receiving transmission service under Part II and Part III of this Tariff.

**1.46 Transmission Provider**

The Bonneville Power Administration, which owns, controls, or operates facilities used for the transmission of electric energy in interstate commerce and provides transmission service under the Tariff.

**1.47 Transmission Provider's Monthly Transmission System Peak  
(Intentionally Omitted)****1.48 Transmission Service**

Point-To-Point Transmission Service provided under Part II of the Tariff on a firm and non-firm basis.

**1.49 Transmission System**

The facilities owned, controlled or operated by the Transmission Provider that are used to provide transmission service under Part II and Part III of the Tariff.

**2 Renewal Procedures****2.1 Initial Allocation of Available Transmission Capability** (Intentionally Omitted)**2.2 Reservation Priority For Existing Firm Service Customers**

Existing firm service customers (wholesale requirements and transmission-only, with a contract term of one-year or more), have the right to continue to take transmission service from the Transmission Provider when the contract expires, rolls over or is renewed. This transmission reservation priority is independent of whether the existing customer continues to purchase capacity and energy from the Transmission Provider or elects to purchase capacity and energy from another supplier. If at the end of the contract term, the Transmission Provider's Transmission System cannot accommodate all of the requests for transmission service the existing firm service customer must agree to accept a contract term at least equal to a competing request by any new Eligible Customer and to pay the current just and reasonable rate, as

approved by the Commission, for such service. This transmission reservation priority for existing firm service customers is an ongoing right that may be exercised at the end of all firm contract terms of one-year or longer.

### **2.3 Conversion of Existing Agreements**

Eligible Customers with Integration of Resources (IR), Formula Power Transmission (FPT), Southern Intertie (IS), Point-to-Point (PTP), or Network Integration (NT) agreements existing on the effective date of this Tariff who wish to convert those agreements prior to their expiration into a Service Agreement under Parts II and III of this Tariff may do so subject to sections 17 or 29 and during the period October 1, 2001, to March 1, 2002. An Eligible Customer who converts must, unless otherwise agreed, request at least the same Reserved Capacity level and at least the same term as specified in the existing agreement at the same Point(s) of Delivery and Point(s) of Receipt. For conversions to or from Network Integration Transmission Service Agreements, the forecasted annual peak Network Load for fiscal year 2002 shall be used in place of Reserved Capacity level in applying this provision. This right is in addition to whatever rights the Transmission Customer may have under Section 2.2 of the Tariff.

### **2.4 Reduction in Transmission Demand and Termination Service**

(a) With respect to Service Agreements that do not qualify for rights under section 2.2 above in accordance with the Transmission Provider's transitional business practices implementing section 2.2 and that have a Service Commencement Date on or before September 30, 2001 (only to the extent the request for service was made before April 20, 2000), a Transmission Customer may reduce Reserved Capacity or terminate firm transmission service under this Tariff upon the earlier of (i) 2 years after providing written notice to the Transmission

Provider of the Transmission Customer's intention to terminate firm transmission service or reduce Reserved Capacity or (ii) the termination date incorporated in the Service Agreement.

(b) A Transmission Customer wishing to reduce or terminate service prior to the expiration of the term specified in the Service Agreement will be responsible for all charges related to the construction of facilities specified under the applicable Service Agreement and that are owed to the Transmission Provider as of the date of termination unless reassigned consistent with the reassignment provisions of this Tariff.

## **3 Ancillary Services**

Ancillary Services are needed with transmission service to maintain reliability within and among the Control Areas affected by the transmission service. The Transmission Provider is required to provide (or offer to arrange with the local Control Area operator as discussed below), and the Transmission Customer is required to purchase, the following Ancillary Services (i) Scheduling, System Control and Dispatch, and (ii) Reactive Supply and Voltage Control from Generation Sources.

The Transmission Provider is required to offer to provide (or offer to arrange with the local Control Area operator as discussed below) the following Ancillary Services only to the Transmission Customer serving load within the Transmission Provider's Control Area (i) Regulation and Frequency Response, (ii) Energy Imbalance, (iii) Operating Reserve - Spinning, and (iv) Operating Reserve - Supplemental. The Transmission Customer serving load within the Transmission Provider's Control Area is required to acquire these Ancillary Services, whether from the Transmission Provider, from a third party, or by self-supply. The Transmission Customer may not decline the Transmission Provider's offer of Ancillary Services unless it demonstrates that it has acquired the Ancillary Services from another source. The Transmission

Customer must list in its Application which Ancillary Services it will purchase from the Transmission Provider.

If the Transmission Provider is a public utility providing transmission service but is not a Control Area operator, it may be unable to provide some or all of the Ancillary Services. In this case, the Transmission Provider can fulfill its obligation to provide Ancillary Services by acting as the Transmission Customer's agent to secure these Ancillary Services from the Control Area operator. The Transmission Customer may elect to (i) have the Transmission Provider act as its agent, (ii) secure the Ancillary Services directly from the Control Area operator, or (iii) secure the Ancillary Services (discussed in Schedules 3, 4, 5 and 6) from a third party or by self-supply when technically feasible.

The Transmission Provider shall specify the rate treatment and all related terms and conditions in the event of an unauthorized use of Ancillary Services by the Transmission Customer.

The specific Ancillary Services, prices and/or compensation methods are described on the Schedules that are attached to and made a part of the Tariff. Three principle requirements apply to discounts for Ancillary Services provided by the Transmission Provider in conjunction with its provision of transmission service as follows: (1) any offer of a discount made by the Transmission Provider must be announced to all Eligible Customers solely by posting on the OASIS; (2) any customer-initiated requests for discounts (including requests for use by one's wholesale merchant or an affiliate's use) must occur solely by posting on the OASIS; and (3) once a discount is negotiated, details must be immediately posted on the OASIS. A discount agreed upon for an Ancillary Service must be offered for the same period to all Eligible

Customers on the Transmission Provider's System. Sections 3.1 through 3.6 below list the six Ancillary Services.

3.1 Scheduling, System Control and Dispatch Service: The rates and/or methodology are described in Schedule 1.

3.2 Reactive Supply and Voltage Control from Generation Sources Service: The rates and/or methodology are described in Schedule 2.

3.3 Regulation and Frequency Response Service: Where applicable the rates and/or methodology are described in Schedule 3.

3.4 Energy Imbalance Service: Where applicable the rates and/or methodology are described in Schedule 4.

3.5 Operating Reserve - Spinning Reserve Service: Where applicable the rates and/or methodology are described in Schedule 5.

3.6 Operating Reserve - Supplemental Reserve Service: Where applicable the rates and/or methodology are described in Schedule 6.

#### **4 Open Access Same-Time Information System (OASIS)**

Terms and conditions regarding Open Access Same-Time Information System and standards of conduct are set forth in 18 CFR § 37 of the Commission's regulations (Open Access Same-Time Information System and Standards of Conduct for Public Utilities). In the event available transmission capability as posted on the OASIS is insufficient to accommodate a request for firm transmission service, additional studies may be required as provided by this Tariff pursuant to Sections 19 and 32.

**5 Local Furnishing Bonds** (Intentionally Omitted)

**5.1 Transmission Providers That Own Facilities Financed by Local Furnishing Bonds**  
(Intentionally Omitted)

**5.2 Alternative Procedures for Requesting Transmission Service**  
(Intentionally Omitted)

**6 Reciprocity**

A Transmission Customer receiving transmission service under this Tariff agrees to provide comparable transmission service that it is capable of providing to the Transmission Provider on similar terms and conditions over facilities used for the transmission of electric energy owned, controlled or operated by the Transmission Customer and over facilities used for the transmission of electric energy owned, controlled or operated by the Transmission Customer's corporate affiliates. A Transmission Customer that is a member of a power pool or Regional Transmission Group also agrees to provide comparable transmission service to the members of such power pool and Regional Transmission Group on similar terms and conditions over facilities used for the transmission of electric energy owned, controlled or operated by the Transmission Customer and over facilities used for the transmission of electric energy owned, controlled or operated by the Transmission Customer's corporate affiliates.

This reciprocity requirement applies not only to the Transmission Customer that obtains transmission service under the Tariff, but also to all parties to a transaction that involves the use of transmission service under the Tariff, including the power seller, buyer and any intermediary, such as a power marketer. This reciprocity requirement also applies to any Eligible Customer that owns, controls or operates transmission facilities that uses an intermediary, such as a power marketer, to request transmission service under the Tariff. If the Transmission Customer does not own, control or operate transmission facilities, it must include in its Application a sworn

statement of one of its duly authorized officers or other representatives that the purpose of its Application is not to assist an Eligible Customer to avoid the requirements of this provision.

**7 Billing and Payment**

**7.1 Billing Procedure**

Within a reasonable time after the first day of each month, the Transmission Provider shall submit an invoice to the Transmission Customer for the charges for all services furnished under the Tariff during the preceding month. The invoice shall be paid by the Transmission Customer within twenty (20) days of receipt. All payments shall be made in immediately available funds payable to the Transmission Provider, or by wire transfer to a bank named by the Transmission Provider.

**7.2 Interest on Unpaid Balances**

Interest on any unpaid amounts (including amounts placed in escrow) shall be calculated in accordance with the methodology specified for interest on refunds in the Commission's regulations at 18 C.F.R. § 35.19a(a)(2)(iii). Interest on delinquent amounts shall be calculated from the due date of the bill to the date of payment. When payments are made by mail, bills shall be considered as having been paid on the date of receipt by the Transmission Provider.

**7.3 Customer Default**

In the event the Transmission Customer fails, for any reason other than a billing dispute as described below, to make payment to the Transmission Provider on or before the due date as described above, and such failure of payment is not corrected within thirty (30) calendar days after the Transmission Provider notifies the Transmission Customer to cure such failure, a default by the Transmission Customer shall be deemed to exist. Upon the occurrence of a default, the Transmission Provider may notify the Transmission Customer that it plans to

terminate services in sixty (60) days. The Transmission Customer may use the dispute resolution procedures to contest such termination. In the event of a billing dispute between the Transmission Provider and the Transmission Customer, the Transmission Provider will continue to provide service under the Service Agreement as long as the Transmission Customer (i) continues to make all payments not in dispute, and (ii) pays into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If the Transmission Customer fails to meet these two requirements for continuation of service, then the Transmission Provider may provide notice to the Transmission Customer of its intention to suspend service in sixty (60) days, in accordance with Commission policy.

## **8 Accounting for the Transmission Provider's Use of the Tariff**

The Transmission Provider shall record the following amounts, as outlined below.

### **8.1 Transmission Revenues**

Include in a separate operating revenue account or subaccount the revenues it receives from Transmission Service when making Third-Party Sales under Part II of the Tariff.

### **8.2 Study Costs and Revenues**

Include in a separate transmission operating expense account or subaccount, costs properly chargeable to expense that are incurred to perform any System Impact Studies or Facilities Studies which the Transmission Provider conducts to determine if it must construct new transmission facilities or upgrades necessary for its own uses, including making Third-Party Sales under the Tariff; and include in a separate operating revenue account or subaccount the revenues received for System Impact Studies or Facilities Studies performed when such amounts are separately stated and identified in the Transmission Customer's billing under the Tariff.

## **9 Regulatory Filings**

Nothing contained in the Tariff shall be construed as affecting in any way the right of the Transmission Provider to unilaterally propose a change in rates, terms and conditions, charges or classification of service. The Transmission Provider may, subject to the provisions of the applicable Service Agreement under this Tariff, change the rates that apply to transmission service under such Service Agreement pursuant to applicable law. The Transmission Provider may, subject to the provisions of the applicable Service Agreement under this Tariff, change the terms and conditions, of this Tariff upon, and only upon, a determination by the Commission that (i) such change is just and reasonable and not unduly discriminatory or preferential, or (ii) such change meets the non-public utility reciprocity requirements pursuant to a request for declaratory order under 18 CFR § 35.28(e).

Nothing contained in the Tariff or any Service Agreement shall be construed as affecting in any way the ability of any Party receiving service under the Tariff to exercise its rights under the Federal Power Act and pursuant to the Commission's rules and regulations promulgated thereunder.

## **10 Force Majeure and Indemnification**

### **10.1 Force Majeure**

An event of Force Majeure means any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any Curtailment, order, regulation or restriction imposed by governmental military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure event does not include an act of negligence or intentional wrongdoing. Neither the Transmission Provider nor the Transmission Customer will be considered in default as to any

obligation under this Tariff if prevented from fulfilling the obligation due to an event of Force Majeure. However, a Party whose performance under this Tariff is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Tariff.

## **10.2 Indemnification**

(a) The Transmission Customer shall at all times indemnify, defend, and save the Transmission Provider harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the Transmission Provider's performance of its obligations under this Tariff on behalf of the Transmission Customer, except in cases of negligence or intentional wrongdoing by the Transmission Provider.

(b) If the Transmission Provider and the Transmission Customer are Parties to the Agreement Limiting Liability Among Western Interconnected Systems, such agreement shall continue in full force and effect as between the Parties.

## **11 Creditworthiness**

For the purpose of determining the ability of the Transmission Customer to meet its obligations related to service hereunder, the Transmission Provider may require reasonable credit review procedures. This review shall be made in accordance with standard commercial practices. In addition, the Transmission Provider may require the Transmission Customer to provide and maintain in effect during the term of the Service Agreement, an unconditional and irrevocable letter of credit as security to meet its responsibilities and obligations under the Tariff, or an alternative form of security proposed by the

Transmission Customer and acceptable to the Transmission Provider and consistent with commercial practices established by the Uniform Commercial Code that protects the Transmission Provider against the risk of non-payment.

## **12 Dispute Resolution Procedures**

### **12.0 Dispute Resolution Procedures for Transmission Customers That are Members of the Western Regional Transmission Association and/or the Northwest Regional Transmission Association**

For any Transmission Customer that is a member of the Western Regional Transmission Association (WRTA) and/or the Northwest Regional Transmission Association (NWRTA), any dispute between a Transmission Customer and the Transmission Provider involving transmission service under the Tariff (excluding applications for rate changes or other changes to the Tariff, or to any Service Agreement entered into under the Tariff, which shall be presented directly to the Commission for resolution) shall be resolved in a manner provided in the dispute resolution procedures contained in the Governing Agreement of WRTA and/or NWRTA. For all other Transmission Customers, any dispute involving transmission service under the Tariff shall be resolved pursuant to Sections 12.1 through 12.5 below, unless otherwise agreed.

### **12.1 Internal Dispute Resolution Procedures**

Any dispute between a Transmission Customer and the Transmission Provider involving Transmission Service under the Tariff (excluding applications for rate changes or other changes to the Tariff, or to any Service Agreement entered into under the Tariff, which shall be presented directly to the Commission for resolution) shall be referred to a designated senior representative of the Transmission Provider and a senior representative of the Transmission Customer for resolution on an informal basis as promptly as practicable. In the event the designated

representatives are unable to resolve the dispute within thirty (30) days [or such other period as the Parties may agree upon] by mutual agreement, such dispute may be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below.

#### **12.2 External Arbitration Procedures**

Any arbitration initiated under the Tariff shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within ten (10) days of the referral of the dispute to arbitration, each Party shall choose one arbitrator who shall sit on a three-member arbitration panel. The two arbitrators so chosen shall within twenty (20) days select a third arbitrator to chair the arbitration panel. In either case, the arbitrators shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the Parties an opportunity to be heard and, except as otherwise provided herein, shall generally conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and any applicable Commission regulations or Regional Transmission Group rules.

#### **12.3 Arbitration Decisions**

Unless otherwise agreed, the arbitrator(s) shall render a decision within ninety (90) days of appointment and shall notify the Parties in writing of such decision and the reasons therefor. The arbitrator(s) shall be authorized only to interpret and apply the provisions of the Tariff and any Service Agreement entered into under the Tariff and shall have no power to modify or change any of the above in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court having

jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in the Federal Arbitration Act and/or the Administrative Dispute Resolution Act. The final decision of the arbitrator must also be filed with the Commission if it affects jurisdictional rates, terms and conditions of service or facilities.

#### **12.4 Costs**

Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable:

- (A) The cost of the arbitrator chosen by the Party to sit on the three member panel and one half of the cost of the third arbitrator chosen; or
- (B) One half the cost of the single arbitrator jointly chosen by the Parties.

#### **12.5 Rights Under The Federal Power Act**

Nothing in this section shall restrict the rights of any party to file a Complaint with the Commission under relevant provisions of the Federal Power Act.

### **II. POINT-TO-POINT TRANSMISSION SERVICE**

#### **Preamble**

The Transmission Provider will provide Firm and Non-Firm Point-To-Point Transmission Service pursuant to the applicable terms and conditions of this Tariff. Point-To-Point Transmission Service is for the receipt of capacity and energy at designated Point(s) of Receipt and the transmission of such capacity and energy to designated Point(s) of Delivery. If and to the extent that the Transmission Provider has established separate rates for Transmission Service over one or more segments, separate rates shall be charged for Transmission Service over such separate segments.



### **13 Nature of Firm Point-To-Point Transmission Service**

#### **13.1 Term**

The minimum term of Firm Point-To-Point Transmission Service shall be one hour and the maximum term shall be specified in the Service Agreement.

#### **13.2 Reservation Priority**

Long-Term Firm Point-To-Point Transmission Service shall be available on a first-come, first-served basis i.e., in the chronological sequence in which each Transmission Customer has reserved service. Reservations for Short-Term Firm Point-To-Point Transmission Service will be conditional based upon the length of the requested transaction. If the Transmission System becomes oversubscribed, requests for longer term service may preempt requests for shorter term service up to the following deadlines: at 2:00 p.m., or as soon as practicable thereafter, of the preschedule day for the day of delivery for the hourly service; one day before the commencement of daily service; one week before the commencement of weekly service; and one month before the commencement of monthly service. Before the conditional reservation deadline, if available transmission capability is insufficient to satisfy all Applications, an Eligible Customer with a reservation for shorter term service has the right of first refusal to match any longer term reservation before losing its reservation priority. A longer term competing request for Short-Term Firm Point-To-Point Transmission Service will be granted if the Eligible Customer with the right of first refusal does not agree to match the competing request within 24 hours (or earlier if necessary to comply with the scheduling deadlines provided in section 13.8) from being notified by the Transmission Provider of a longer-term competing request for Short-Term Firm Point-To-Point Transmission Service. After the conditional reservation deadline, service will commence pursuant to the terms of Part II of the Tariff. Firm Point-To-Point Transmission Service will

always have a reservation priority over Non-Firm Point-To-Point Transmission Service under the Tariff. All Long-Term Firm Point-To-Point Transmission Service will have equal reservation priority with Native Load Customers and Network Customers. Reservation priorities for existing firm service customers are provided in Section 2.2.

#### **13.3 Use of Firm Transmission Service by the Transmission Provider**

The Transmission Provider will be subject to the rates, terms and conditions of Part II of the Tariff when making Third-Party Sales under (i) agreements executed on or after July 12, 1996 or (ii) agreements executed prior to the aforementioned date that the Commission requires to be unbundled, by the date specified by the Commission. The Transmission Provider will maintain separate accounting, pursuant to Section 8, for any use of the Point-To-Point Transmission Service to make Third-Party Sales.

#### **13.4 Service Agreements**

The Transmission Provider shall offer a standard form Point-To-Point Transmission Service Agreement (Attachment A) to an Eligible Customer when it submits a Completed Application for Long-Term Firm Point-To-Point Transmission Service. The Transmission Provider shall offer a standard form Point-To-Point Transmission Service Agreement (Attachment A) to an Eligible Customer when it first submits a Completed Application for Short-Term Firm Point-To-Point Transmission Service pursuant to the Tariff.

#### **13.5 Transmission Customer Obligations for Facility Additions or Redispatch Costs**

In cases where the Transmission Provider determines that the Transmission System is not capable of providing Firm Point-To-Point Transmission Service without (1) degrading or impairing the reliability of service to Native Load Customers, Network Customers and other Transmission Customers taking Firm Point-To-Point Transmission Service, or (2) interfering with

the Transmission Provider's ability to meet prior firm contractual commitments to others, the Transmission Provider will be obligated to expand or upgrade its Transmission System pursuant to the terms of Section 15.4. The Transmission Customer must agree to compensate the Transmission Provider for any necessary transmission facility additions pursuant to the terms of Section 27. To the extent the Transmission Provider can relieve any system constraint more economically by redispatching the Transmission Provider's resources than through constructing Network Upgrades, it shall do so, provided that the Eligible Customer agrees to compensate the Transmission Provider pursuant to the terms of Section 27. Any redispatch, Network Upgrade or Direct Assignment Facilities costs to be charged to the Transmission Customer on an incremental basis under the Tariff will be specified in the Service Agreement prior to initiating service.

### **13.6 Curtailment of Firm Transmission Service**

In the event that a Curtailment on the Transmission Provider's Transmission System, or a portion thereof, is required to maintain reliable operation of such system, Curtailments will be made on a non-discriminatory basis to the transaction(s) that effectively relieve the constraint. If multiple transactions require Curtailment, to the extent practicable and consistent with Good Utility Practice, the Transmission Provider will curtail service to Network Customers and Transmission Customers taking Firm Point-To-Point Transmission Service on a basis comparable to the curtailment of service to the Transmission Provider's Native Load Customers. All Curtailments will be made on a non-discriminatory basis, however, Non-Firm Point-To-Point Transmission Service shall be subordinate to Firm Transmission Service. When the Transmission Provider determines that an electrical emergency exists on its Transmission System and implements emergency procedures to Curtail Firm Transmission Service, the Transmission Customer shall make the required reductions upon request of the Transmission

Provider. However, the Transmission Provider reserves the right to Curtail, in whole or in part, any Firm Transmission Service provided under the Tariff when, in the Transmission Provider's sole discretion, an emergency or other unforeseen condition impairs or degrades the reliability of its Transmission System. The Transmission Provider will notify all affected Transmission Customers in a timely manner of any scheduled Curtailments.

### **13.7 Classification of Firm Transmission Service**

(a) The Transmission Customer taking Firm Point-To-Point Transmission Service may (1) change its Receipt and Delivery Points to obtain service on a non-firm basis consistent with the terms of Section 22.1 or (2) request a modification of the Points of Receipt or Delivery on a firm basis pursuant to the terms of Section 22.2.

(b) The Transmission Customer may purchase transmission service to make sales of capacity and energy from multiple generating units that are on the Transmission Provider's Transmission System. For such a purchase of transmission service, the resources will be designated as multiple Points of Receipt, unless the multiple generating units are at the same generating plant in which case the units would be treated as a single Point of Receipt.

(c) The Transmission Provider shall provide firm deliveries of capacity and energy from the Point(s) of Receipt to the Point(s) of Delivery. Each Point of Receipt at which firm transmission capacity is reserved by the Transmission Customer shall be set forth in the Firm Point-To-Point Service Agreement for Long-Term Firm Transmission Service along with a corresponding capacity reservation associated with each Point of Receipt. Points of Receipt and corresponding capacity reservations shall be as mutually agreed upon by the Parties for Short-Term Firm Transmission. Each Point of Delivery at which firm transmission capacity is reserved by the Transmission Customer shall be set forth in the Firm Point-To-Point Service

Agreement for Long-Term Firm Transmission Service along with a corresponding capacity reservation associated with each Point of Delivery. Points of Delivery and corresponding capacity reservations shall be as mutually agreed upon by the Parties for Short-Term Firm Transmission. The greater of either (1) the sum of the capacity reservations at the Point(s) of Receipt, or (2) the sum of the capacity reservations at the Point(s) of Delivery shall be the Transmission Customer's Reserved Capacity. The Transmission Customer will be billed for its Reserved Capacity under the terms of Schedule 7. The Transmission Customer may not exceed its firm capacity reserved at each Point of Receipt and each Point of Delivery except as otherwise specified in Section 22. The Transmission Provider shall specify the rate treatment and all related terms and conditions applicable in the event that a Transmission Customer (including Third-Party Sales by the Transmission Provider) exceeds its firm reserved capacity at any Point of Receipt or Point of Delivery.

### **13.8 Scheduling of Firm Point-To-Point Transmission Service**

Schedules for the Transmission Customer's Firm Point-To-Point Transmission Service (other than Hourly Firm Point-To-Point Transmission Service) must be submitted to the Transmission Provider no later than 10:00 a.m. [or a reasonable time that is generally accepted in the region and is consistently adhered to by the Transmission Provider] of the day prior to commencement of such service. Schedules submitted after 10:00 a.m. will be accommodated, if practicable. Hourly Firm Point-To-Point Transmission Service requests and schedules must be submitted between 10:00 a.m. and 2:00 p.m. of the preschedule day. Requests and schedules submitted after 2:00 p.m. will be accommodated if practicable. Hourly Firm Point-To-Point Transmission Service can be requested on the day of delivery up to twenty (20) minutes prior to the hour of delivery. Hour-to-hour schedules of any capacity and energy that is to be delivered

must be stated in increments of 1,000 kW per hour [or a reasonable increment that is generally accepted in the region and is consistently adhered to by the Transmission Provider].

Transmission Customers within the Transmission Provider's service area with multiple requests for Transmission Service at a Point of Receipt, each of which is under 1,000 kW per hour, may consolidate their service requests at a common point of receipt into units of 1,000 kW per hour for scheduling and billing purposes. Scheduling changes will be permitted up to twenty (20) minutes [or a reasonable time that is generally accepted in the region and is consistently adhered to by the Transmission Provider] before the start of the next clock hour provided that the Delivering Party and Receiving Party also agree to the schedule modification. The Transmission Provider will furnish to the Delivering Party's system operator, hour-to-hour schedules equal to those furnished by the Receiving Party (unless reduced for losses) and shall deliver the capacity and energy provided by such schedules. Should the Transmission Customer, Delivering Party or Receiving Party revise or terminate any schedule, such party shall immediately notify the Transmission Provider, and the Transmission Provider shall have the right to adjust accordingly the schedule for capacity and energy to be received and to be delivered.

## **14 Nature of Non-Firm Point-To-Point Transmission Service**

### **14.1 Term**

Non-Firm Point-To-Point Transmission Service will be available for periods ranging from one (1) hour to one (1) month. However, a Purchaser of Non-Firm Point-To-Point Transmission Service will be entitled to reserve a sequential term of service (such as a sequential monthly term without having to wait for the initial term to expire before requesting another monthly term) so that the total time period for which the reservation applies is greater than one month, subject to the requirements of Section 18.3.

#### **14.2 Reservation Priority**

Non-Firm Point-To-Point Transmission Service shall be available from transmission capability in excess of that needed for reliable service to Native Load Customers, Network Customers and other Transmission Customers taking Long-Term and Short-Term Firm Point-To-Point Transmission Service. A higher priority will be assigned to reservations with a longer duration of service. In the event the Transmission System is constrained, competing requests of equal duration will be prioritized based on the highest price offered by the Eligible Customer for the Transmission Service. Eligible Customers that have already reserved shorter term service have the right of first refusal to match any longer term reservation before being preempted. A longer term competing request for Non-Firm Point-to-Point Transmission Service will be granted if the Eligible Customer with the right of first refusal does not agree to match the competing request:

- (a) immediately for hourly Non-Firm Point-To-Point Transmission Service after notification by the Transmission Provider; and,
- (b) within 24 hours (or earlier if necessary to comply with the scheduling deadlines provided in section 14.6) for Non-Firm Point-To-Point Transmission Service other than hourly transactions after notification by the Transmission Provider. Transmission service for Network Customers from resources other than designated Network Resources will have a higher priority than any Non-Firm Point-To-Point Transmission Service. Non-Firm Point-To-Point Transmission Service over secondary Point(s) of Receipt and Point(s) of Delivery will have the lowest reservation priority under the Tariff.

#### **14.3 Use of Non-Firm Point-To-Point Transmission Service by the Transmission Provider**

The Transmission Provider will be subject to the rates, terms and conditions of Part II of the Tariff when making Third-Party Sales under (i) agreements executed on or after July 12, 1996 or (ii) agreements executed prior to the aforementioned date that the Commission requires to be unbundled, by the date specified by the Commission. The Transmission Provider will maintain separate accounting, pursuant to Section 8, for any use of Non-Firm Point-To-Point Transmission Service to make Third-Party Sales.

#### **14.4 Service Agreements**

The Transmission Provider shall offer a standard form Non-Firm Point-To-Point Transmission Service Agreement (Attachment A) to an Eligible Customer when it first submits a Completed Application for Non-Firm Point-To-Point Transmission Service pursuant to the Tariff.

#### **14.5 Classification of Non-Firm Point-To-Point Transmission Service**

Non-Firm Point-To-Point Transmission Service shall be offered under terms and conditions contained in Part II of the Tariff. The Transmission Provider undertakes no obligation under the Tariff to plan its Transmission System in order to have sufficient capacity for Non-Firm Point-To-Point Transmission Service. Parties requesting Non-Firm Point-To-Point Transmission Service for the transmission of firm power do so with the full realization that such service is subject to availability and to Curtailment or Interruption under the terms of the Tariff. The Transmission Provider shall specify the rate treatment and all related terms and conditions applicable in the event that a Transmission Customer (including Third-Party Sales by the Transmission Provider) exceeds its non-firm capacity reservation. Non-Firm Point-To-Point Transmission Service shall include transmission of energy on an hourly basis and transmission of

scheduled short-term capacity and energy on a daily, weekly or monthly basis, but not to exceed one month's reservation for any one Application, under Schedule 8.

#### **14.6 Scheduling of Non-Firm Point-To-Point Transmission Service**

Schedules for Non-Firm Point-To-Point Transmission Service must be submitted to the Transmission Provider no later than 2:00 p.m. [or a reasonable time that is generally accepted in the region and is consistently adhered to by the Transmission Provider] of the day prior to commencement of such service. Schedules submitted after 2:00 p.m. will be accommodated, if practicable. Hour-to-hour schedules of energy that is to be delivered must be stated in increments of 1,000 kW per hour [or a reasonable increment that is generally accepted in the region and is consistently adhered to by the Transmission Provider]. Transmission Customers within the Transmission Provider's service area with multiple requests for Transmission Service at a Point of Receipt, each of which is under 1,000 kW per hour, may consolidate their schedules at a common Point of Receipt into units of 1,000 kW per hour. Scheduling changes will be permitted up to twenty (20) minutes [or a reasonable time that is generally accepted in the region and is consistently adhered to by the Transmission Provider] before the start of the next clock hour provided that the Delivering Party and Receiving Party also agree to the schedule modification. The Transmission Provider will furnish to the Delivering Party's system operator, hour-to-hour schedules equal to those furnished by the Receiving Party (unless reduced for losses) and shall deliver the capacity and energy provided by such schedules. Should the Transmission Customer, Delivering Party or Receiving Party revise or terminate any schedule, such party shall immediately notify the Transmission Provider, and the Transmission Provider shall have the right to adjust accordingly the schedule for capacity and energy to be received and to be delivered.

#### **14.7 Curtailment or Interruption of Service**

The Transmission Provider reserves the right to Curtail, in whole or in part, Non-Firm Point-To-Point Transmission Service provided under the Tariff for reliability reasons when, an emergency or other unforeseen condition threatens to impair or degrade the reliability of its Transmission System. The Transmission Provider reserves the right to Interrupt, in whole or in part, Non-Firm Point-To-Point Transmission Service provided under the Tariff for economic reasons in order to accommodate (1) a request for Firm Transmission Service, (2) a request for Non-Firm Point-To-Point Transmission Service of greater duration, (3) a request for Non-Firm Point-To-Point Transmission Service of equal duration with a higher price, or (4) transmission service for Network Customers from non-designated resources. The Transmission Provider also will discontinue or reduce service to the Transmission Customer to the extent that deliveries for transmission are discontinued or reduced at the Point(s) of Receipt. Where required, Curtailments or Interruptions will be made on a non-discriminatory basis to the transaction(s) that effectively relieve the constraint, however, Non-Firm Point-To-Point Transmission Service shall be subordinate to Firm Transmission Service. If multiple transactions require Curtailment or Interruption, to the extent practicable and consistent with Good Utility Practice, Curtailments or Interruptions will be made to transactions of the shortest term (e.g., hourly non-firm transactions will be Curtailed or Interrupted before daily non-firm transactions and daily non-firm transactions will be Curtailed or Interrupted before weekly non-firm transactions). Transmission service for Network Customers from resources other than designated Network Resources will have a higher priority than any Non-Firm Point-To-Point Transmission Service under the Tariff. Non-Firm Point-To-Point Transmission Service over secondary Point(s) of Receipt and Point(s) of Delivery will have a lower priority than any Non-Firm Point-To-Point

Transmission Service under the Tariff. The Transmission Provider will provide advance notice of Curtailment or Interruption where such notice can be provided consistent with Good Utility Practice.

## **15 Service Availability**

### **15.1 General Conditions**

The Transmission Provider will provide Firm and Non-Firm Point-To-Point Transmission Service over, on or across its Transmission System to any Transmission Customer that has met the requirements of Section 16.

### **15.2 Determination of Available Transmission Capability**

A description of the Transmission Provider's specific methodology for assessing available transmission capability posted on the Transmission Provider's OASIS (Section 4) is contained in Attachment C of the Tariff. In the event sufficient transmission capability may not exist to accommodate a service request, the Transmission Provider will respond by performing a System Impact Study.

### **15.3 Initiating Service in the Absence of an Executed Service Agreement**

If the Transmission Provider and the Transmission Customer requesting Firm or Non-Firm Point-To-Point Transmission Service cannot agree on all the terms and conditions of the Point-To-Point Service Agreement, the Transmission Provider shall file with the Commission, within thirty (30) days after the date the Transmission Customer provides written notification directing the Transmission Provider to file, an unexecuted Point-To-Point Service Agreement containing terms and conditions deemed appropriate by the Transmission Provider for such requested Transmission Service. The Transmission Provider shall commence providing Transmission Service subject to the Transmission Customer agreeing to (i) compensate the

Transmission Provider at whatever rate the Commission ultimately approves, and (ii) comply with the terms and conditions of the Tariff including posting appropriate security deposits in accordance with the terms of Section 17.3.

### **15.4 Obligation to Provide Transmission Service that Requires Expansion or Modification of the Transmission System**

If the Transmission Provider determines that it cannot accommodate a Completed Application for Firm Point-To-Point Transmission Service because of insufficient capability on its Transmission System, the Transmission Provider will use due diligence to expand or modify its Transmission System to provide the requested Firm Transmission Service, provided the Transmission Customer agrees to compensate the Transmission Provider for such costs pursuant to the terms of Section 27. The Transmission Provider will conform to Good Utility Practice in determining the need for new facilities and in the design and construction of such facilities. The obligation applies only to those facilities that the Transmission Provider has the right to expand or modify.

### **15.5 Deferral of Service**

The Transmission Provider may defer providing service until it completes construction of new transmission facilities or upgrades needed to provide Firm Point-To-Point Transmission Service whenever the Transmission Provider determines that providing the requested service would, without such new facilities or upgrades, impair or degrade reliability to any existing firm services.

### **15.6 Other Transmission Service Schedules**

Eligible Customers receiving transmission service under other agreements may continue to receive transmission service under those agreements.

## **15.7 Real Power Losses**

Real Power Losses are associated with all transmission service. The Transmission Provider is not obligated to provide Real Power Losses. The Transmission Customer is responsible for replacing losses associated with all transmission service as calculated by the Transmission Provider under Schedule 9.

## **16 Transmission Customer Responsibilities**

### **16.1 Conditions Required of Transmission Customers**

Point-To-Point Transmission Service shall be provided by the Transmission Provider only if the following conditions are satisfied by the Transmission Customer:

- a. The Transmission Customer has pending a Completed Application for service;
- b. The Transmission Customer meets the creditworthiness criteria set forth in Section 11;
- c. The Transmission Customer will have arrangements in place for any other transmission service necessary to effect the delivery from the generating source to the Transmission Provider prior to the time service under Part II of the Tariff commences;
- d. The Transmission Customer agrees to pay for any facilities constructed and chargeable to such Transmission Customer under Part II of the Tariff, whether or not the Transmission Customer takes service for the full term of its reservation; and
- e. The Transmission Customer has executed a Point-To-Point Service Agreement or has agreed to receive service pursuant to Section 15.3.

### **16.2 Transmission Customer Responsibility for Third-Party Arrangements**

Except as provided in section 36 of the Tariff, any scheduling arrangements that may be required by other electric systems shall be the responsibility of the Transmission Customer

requesting service. The Transmission Customer shall provide, unless waived by the Transmission Provider, notification to the Transmission Provider identifying such systems and authorizing them to schedule the capacity and energy to be transmitted by the Transmission Provider pursuant to Part II of the Tariff on behalf of the Receiving Party at the Point of Delivery or the Delivering Party at the Point of Receipt. However, the Transmission Provider will undertake reasonable efforts to assist the Transmission Customer in making such arrangements, including without limitation, providing any information or data required by such other electric system pursuant to Good Utility Practice.

## **17 Procedures for Arranging Firm Point-To-Point Transmission Service**

### **17.1 Application**

A request for Firm Point-To-Point Transmission Service for periods of one year or longer must contain a written Application to: Bonneville Power Administration, Transmission Business Line, P.O. Box 491, 5411 NE Hwy 99, Vancouver, WA 98663, at least sixty (60) days in advance of the calendar month in which service is to commence. The Transmission Provider will consider requests for such firm service on shorter notice when feasible. Requests for firm service for periods of less than one year shall be subject to expedited procedures that shall be negotiated between the Parties within the time constraints provided in Section 17.5. All Firm Point-To-Point Transmission Service requests should be submitted by entering the information listed below on the Transmission Provider's OASIS. Prior to implementation of the Transmission Provider's OASIS, a Completed Application may be submitted by (i) transmitting the required information to the Transmission Provider by telefax; or (ii) providing the information by telephone over the Transmission Provider's time recorded telephone line. Each of these methods will provide a time-stamped record for establishing the priority of the Application.

## **17.2 Completed Application**

A Completed Application shall provide all of the information included in 18 CFR § 2.20 including but not limited to the following:

- (i) The identity, address, telephone number and facsimile number of the entity requesting service;
- (ii) A statement that the entity requesting service is, or will be upon commencement of service, an Eligible Customer under the Tariff;
- (iii) The location of the Point(s) of Receipt and Point(s) of Delivery and the identities of the Delivering Parties and the Receiving Parties;
- (iv) The location of the generating facility(ies) supplying the capacity and energy and the location of the load ultimately served by the capacity and energy transmitted. The Transmission Provider will treat this information as confidential except to the extent that disclosure of this information is required by this Tariff, by regulatory or judicial order, for reliability purposes pursuant to Good Utility Practice or pursuant to RTG transmission information sharing agreements. The Transmission Provider shall treat this information consistent with the standards of conduct contained in Part 37 of the Commission's regulations;
- (v) A description of the supply characteristics of the capacity and energy to be delivered;
- (vi) An estimate of the capacity and energy expected to be delivered to the Receiving Party;
- (vii) The Service Commencement Date and the term of the requested Transmission Service; and

(viii) The transmission capacity requested for each Point of Receipt and each Point of Delivery on the Transmission Provider's Transmission System; customers may combine their requests for service in order to satisfy the minimum transmission capacity requirement.

[See also section 3]

The Transmission Provider shall treat this information consistent with the standards of conduct contained in Part 37 of the Commission's regulations.

## **17.3 Deposit**

A Completed Application for Firm Point-To-Point Transmission Service also shall include a deposit of either one month's charge for Reserved Capacity or the full charge for Reserved Capacity for service requests of less than one month. If the Application is rejected by the Transmission Provider because it does not meet the conditions for service as set forth herein, or in the case of requests for service arising in connection with losing bidders in a Request For Proposals (RFP), said deposit shall be returned with interest less any reasonable costs incurred by the Transmission Provider in connection with the review of the losing bidder's Application. The deposit also will be returned with interest less any reasonable costs incurred by the Transmission Provider if the Transmission Provider is unable to complete new facilities needed to provide the service. If an Application is withdrawn or the Eligible Customer decides not to enter into a Service Agreement for Firm Point-To-Point Transmission Service, the deposit shall be refunded in full, with interest, less reasonable costs incurred by the Transmission Provider to the extent such costs have not already been recovered by the Transmission Provider from the Eligible Customer.

The Transmission Provider will provide to the Eligible Customer a complete accounting of all costs deducted from the refunded deposit, which the Eligible Customer may contest if there



is a dispute concerning the deducted costs. Deposits associated with construction of new facilities are subject to the provisions of Section 19. If a Service Agreement for Firm Point-To-Point Transmission Service is executed, the deposit, with interest, will be returned to the Transmission Customer upon expiration or termination of the Service Agreement for Firm Point-To-Point Transmission Service. Applicable interest shall be computed in accordance with the Commission's regulations at 18 CFR § 35.19a(a)(2)(iii), and shall be calculated from the day the deposit check is credited to the Transmission Provider's account.

#### **17.4 Notice of Deficient Application**

If an Application fails to meet the requirements of the Tariff, the Transmission Provider shall notify the entity requesting service within fifteen (15) days of receipt of the reasons for such failure. The Transmission Provider will attempt to remedy minor deficiencies in the Application through informal communications with the Eligible Customer. If such efforts are unsuccessful, the Transmission Provider shall return the Application, along with any deposit, with interest. Upon receipt of a new or revised Application that fully complies with the requirements of Part II of the Tariff, the Eligible Customer shall be assigned a new priority consistent with the date of the new or revised Application.

#### **17.5 Response to a Completed Application**

Following receipt of a Completed Application for Firm Point-To-Point Transmission Service, the Transmission Provider shall make a determination of available transmission capability as required in Section 15.2. The Transmission Provider shall notify the Eligible Customer as soon as practicable, but not later than thirty (30) days after the date of receipt of a Completed Application either (i) if it will be able to provide service without performing a System Impact Study or (ii) if such a study is needed to evaluate the impact of the Application

pursuant to Section 19.1. Response by the Transmission Provider must be made as soon as practicable to all completed applications (including applications by its own merchant function) and the timing of such responses must be made on a non-discriminatory basis.

#### **17.6.1 Execution of Service Agreement**

Except as provided in section 17.6.2 below, whenever the Transmission Provider determines that a System Impact Study is not required and that the service can be provided, it shall notify the Eligible Customer as soon as practicable but no later than thirty (30) days after receipt of the Completed Application. Where a System Impact Study is required, the provisions of Section 19 (and, where applicable, section 17.6.2) will govern the execution of a Service Agreement. Failure of an Eligible Customer to execute and return the Service Agreement or request the filing of an unexecuted service agreement pursuant to Section 15.3, within fifteen (15) days after it is tendered by the Transmission Provider will be deemed a withdrawal and termination of the Application and any deposit submitted shall be refunded with interest. Nothing herein limits the right of an Eligible Customer to file another Application after such withdrawal and termination.

#### **17.6.2 Tender and Execution of Service Agreement Where Environmental Review is Required**

In the event that environmental review associated with a request is required, the Transmission Provider shall tender a Service Agreement as soon as possible after the completion of any necessary environmental review and development of any necessary environmental mitigation requirements. Failure of an Eligible Customer to execute and return the Service Agreement or request the filing of an unexecuted service agreement pursuant to Section 15.3, within fifteen (15) days after it is tendered by the Transmission Provider will be deemed a withdrawal and termination of the Application and any deposit submitted shall be refunded with

interest. Nothing herein limits the right of an Eligible Customer to file another Application after such withdrawal and termination.

#### **17.7 Extensions for Commencement of Service**

The Transmission Customer can obtain up to five (5) one-year extensions for the commencement of service. The Transmission Customer may postpone service by paying a non-refundable annual reservation fee equal to one-month's charge for Firm Transmission Service for each year or fraction thereof. If during any extension for the commencement of service an Eligible Customer submits a Completed Application for Firm Transmission Service, and such request can be satisfied only by releasing all or part of the Transmission Customer's Reserved Capacity, the original Reserved Capacity will be released unless the following condition is satisfied. Within thirty (30) days, the original Transmission Customer agrees to pay the Firm Point-To-Point transmission rate for its Reserved Capacity concurrent with the new Service Commencement Date. In the event the Transmission Customer elects to release the Reserved Capacity, the reservation fees or portions thereof previously paid will be forfeited.

### **18 Procedures for Arranging Non-Firm Point-To-Point Transmission Service**

#### **18.1 Application**

Eligible Customers seeking Non-Firm Point-To-Point Transmission Service must submit a Completed Application to the Transmission Provider. Applications should be submitted by entering the information listed below on the Transmission Provider's OASIS. Prior to implementation of the Transmission Provider's OASIS, a Completed Application may be submitted by (i) transmitting the required information to the Transmission Provider by telefax, or (ii) providing the information by telephone over the Transmission Provider's time recorded

telephone line. Each of these methods will provide a time-stamped record for establishing the service priority of the Application.

#### **18.2 Completed Application**

A Completed Application shall provide all of the information included in 18 CFR § 2.20 including but not limited to the following:

- (i) The identity, address, telephone number and facsimile number of the entity requesting service;
- (ii) A statement that the entity requesting service is, or will be upon commencement of service, an Eligible Customer under the Tariff;
- (iii) The Point(s) of Receipt and the Point(s) of Delivery;
- (iv) The maximum amount of capacity requested at each Point of Receipt and Point of Delivery; and
- (v) The proposed dates and hours for initiating and terminating transmission service hereunder. In addition to the information specified above, when required to properly evaluate system conditions, the Transmission Provider also may ask the Transmission Customer to provide the following:
  - (vi) The electrical location of the initial source of the power to be transmitted pursuant to the Transmission Customer's request for service; and
  - (vii) The electrical location of the ultimate load.

The Transmission Provider will treat this information in (vi) and (vii) as confidential at the request of the Transmission Customer except to the extent that disclosure of this information is required by this Tariff, by regulatory or judicial order, for reliability purposes pursuant to Good Utility Practice, or pursuant to RTG transmission information sharing agreements. The

Transmission Provider shall treat this information consistent with the standards of conduct contained in Part 37 of the Commission's regulations.

### **18.3 Reservation of Non-Firm Point-To-Point Transmission Service**

Requests for monthly service shall be submitted no earlier than sixty (60) days before service is to commence; requests for weekly service shall be submitted no earlier than fourteen (14) days before service is to commence, requests for daily service shall be submitted no earlier than two (2) days before service is to commence, and requests for hourly service shall be submitted no earlier than 10:00 a.m. on the day before service is to commence. Requests for service received later than 2:00 p.m. prior to the day service is scheduled to commence will be accommodated if practicable [or such reasonable times that are generally accepted in the region and are consistently adhered to by the Transmission Provider].

### **18.4 Determination of Available Transmission Capability**

Following receipt of a tendered schedule the Transmission Provider will make a determination on a non-discriminatory basis of available transmission capability pursuant to Section 15.2. Such determination shall be made as soon as reasonably practicable after receipt, but not later than the following time periods for the following terms of service (i) thirty (30) minutes for hourly service, (ii) thirty (30) minutes for daily service, (iii) four (4) hours for weekly service, and (iv) two (2) days for monthly service. [Or such reasonable times that are generally accepted in the region and are consistently adhered to by the Transmission Provider].

## **19 Additional Study Procedures For Firm Point-To-Point Transmission Service Requests**

### **19.1 Notice of Need for System Impact Study**

After receiving a request for service, the Transmission Provider shall determine on a non-discriminatory basis whether a System Impact Study is needed. A description of the

Transmission Provider's methodology for completing a System Impact Study is provided in Attachment D. If the Transmission Provider determines that a System Impact Study is necessary to accommodate the requested service, it shall so inform the Eligible Customer, as soon as practicable. In such cases, the Transmission Provider shall within thirty (30) days of receipt of a Completed Application, tender a System Impact Study Agreement pursuant to which the Eligible Customer shall agree to reimburse the Transmission Provider for performing the required System Impact Study. For a service request to remain a Completed Application, the Eligible Customer shall execute the System Impact Study Agreement and return it to the Transmission Provider within fifteen (15) days. If the Eligible Customer elects not to execute the System Impact Study Agreement, its application shall be deemed withdrawn and its deposit, pursuant to Section 17.3, shall be returned with interest.

### **19.2 System Impact Study Agreement and Cost Reimbursement**

(i) The System Impact Study Agreement will clearly specify the Transmission Provider's estimate of the actual cost, and time for completion of the System Impact Study. The charge shall not exceed the actual cost of the study. In performing the System Impact Study, the Transmission Provider shall rely, to the extent reasonably practicable, on existing transmission planning studies. The Eligible Customer will not be assessed a charge for such existing studies; however, the Eligible Customer will be responsible for charges associated with any modifications to existing planning studies that are reasonably necessary to evaluate the impact of the Eligible Customer's request for service on the Transmission System.

(ii) If in response to multiple Eligible Customers requesting service in relation to the same competitive solicitation, a single System Impact Study is sufficient for the Transmission

Provider to accommodate the requests for service, the costs of that study shall be pro-rated among the Eligible Customers.

(iii) For System Impact Studies that the Transmission Provider conducts on its own behalf, the Transmission Provider shall record the cost of the System Impact Studies pursuant to Section 20.

#### **19.3 System Impact Study Procedures**

Upon receipt of an executed System Impact Study Agreement, the Transmission Provider will use due diligence to complete the required System Impact Study within a sixty (60) day period. The System Impact Study shall identify any system constraints and redispatch options, additional Direct Assignment Facilities or Network Upgrades required to provide the requested service. In the event that the Transmission Provider is unable to complete the required System Impact Study within such time period, it shall so notify the Eligible Customer and provide an estimated completion date along with an explanation of the reasons why additional time is required to complete the required studies. A copy of the completed System Impact Study and related work papers shall be made available to the Eligible Customer. The Transmission Provider will use the same due diligence in completing the System Impact Study for an Eligible Customer as it uses when completing studies for itself. The Transmission Provider shall notify the Eligible Customer immediately upon completion of the System Impact Study if the Transmission System will be adequate to accommodate all or part of a request for service or that no costs are likely to be incurred for new transmission facilities or upgrades. Except as provided in section 17.6.2, in order for a request to remain a Completed Application, within fifteen (15) days of completion of the System Impact Study the Eligible Customer must execute a Service

Agreement or request the filing of an unexecuted Service Agreement pursuant to Section 15.3, or the Application shall be deemed terminated and withdrawn.

#### **19.4 Facilities Study Procedures**

If a System Impact Study indicates that additions or upgrades to the Transmission System are needed to supply the Eligible Customer's service request, the Transmission Provider, within thirty (30) days of the completion of the System Impact Study, shall tender to the Eligible Customer a Facilities Study Agreement pursuant to which the Eligible Customer shall agree to reimburse the Transmission Provider for performing the required Facilities Study. For a service request to remain a Completed Application, the Eligible Customer shall execute the Facilities Study Agreement and return it to the Transmission Provider within fifteen (15) days. If the Eligible Customer elects not to execute the Facilities Study Agreement, its application shall be deemed withdrawn and its deposit, pursuant to Section 17.3, shall be returned with interest. Upon receipt of an executed Facilities Study Agreement, the Transmission Provider will use due diligence to complete the required Facilities Study within a sixty (60) day period. If the Transmission Provider is unable to complete the Facilities Study in the allotted time period, the Transmission Provider shall notify the Transmission Customer and provide an estimate of the time needed to reach a final determination along with an explanation of the reasons that additional time is required to complete the study. When completed, the Facilities Study will include a good faith estimate of (i) the cost of Direct Assignment Facilities to be charged to the Transmission Customer, (ii) the Transmission Customer's appropriate share of the cost of any required Network Upgrades as determined pursuant to the provisions of Part II of the Tariff, and (iii) the time required to complete such construction and initiate the requested service. The Transmission Customer shall provide the Transmission Provider with a letter of credit or other

reasonable form of security acceptable to the Transmission Provider equivalent to the costs of new facilities or upgrades consistent with commercial practices as established by the Uniform Commercial Code. Except as provided in section 17.6.2, the Transmission Customer shall have thirty (30) days to execute a Service Agreement or request the filing of an unexecuted Service Agreement and provide the required letter of credit or other form of security or the request will no longer be a Completed Application and shall be deemed terminated and withdrawn.

#### **19.5 Facilities Study Modifications**

Any change in design arising from inability to site or construct facilities as proposed will require development of a revised good faith estimate. New good faith estimates also will be required in the event of new statutory or regulatory requirements that are effective before the completion of construction or other circumstances beyond the control of the Transmission Provider that significantly affect the final cost of new facilities or upgrades to be charged to the Transmission Customer pursuant to the provisions of Part II of the Tariff.

#### **19.6 Due Diligence in Completing New Facilities**

The Transmission Provider shall use due diligence to add necessary facilities or upgrade its Transmission System within a reasonable time. The Transmission Provider will not upgrade its existing or planned Transmission System in order to provide the requested Firm Point-To-Point Transmission Service if doing so would impair system reliability or otherwise impair or degrade existing firm service.

#### **19.7 Partial Interim Service**

If the Transmission Provider determines that it will not have adequate transmission capability to satisfy the full amount of a Completed Application for Firm Point-To-Point Transmission Service, the Transmission Provider nonetheless shall be obligated to offer and

provide the portion of the requested Firm Point-To-Point Transmission Service that can be accommodated without addition of any facilities and through redispatch. However, the Transmission Provider shall not be obligated to provide the incremental amount of requested Firm Point-To-Point Transmission Service that requires the addition of facilities or upgrades to the Transmission System until such facilities or upgrades have been placed in service.

#### **19.8 Expedited Procedures for New Facilities**

In lieu of the procedures set forth above, the Eligible Customer shall have the option to expedite the process by requesting the Transmission Provider to tender at one time, together with the results of required studies, an "Expedited Service Agreement" pursuant to which the Eligible Customer would agree to compensate the Transmission Provider for all costs incurred pursuant to the terms of the Tariff. In order to exercise this option, the Eligible Customer shall request in writing an expedited Service Agreement covering all of the above-specified items within thirty (30) days of receiving the results of the System Impact Study identifying needed facility additions or upgrades or costs incurred in providing the requested service. While the Transmission Provider agrees to provide the Eligible Customer with its best estimate of the new facility costs and other charges that may be incurred, such estimate shall not be binding and the Eligible Customer must agree in writing to compensate the Transmission Provider for all costs incurred pursuant to the provisions of the Tariff. The Eligible Customer shall execute and return such an Expedited Service Agreement within fifteen (15) days of its receipt or the Eligible Customer's request for service will cease to be a Completed Application and will be deemed terminated and withdrawn.

**20 Procedures if The Transmission Provider is Unable to Complete New Transmission Facilities for Firm Point-To-Point Transmission Service**

**20.1 Delays in Construction of New Facilities**

If any event occurs that will materially affect the time for completion of new facilities, or the ability to complete them, the Transmission Provider shall promptly notify the Transmission Customer. In such circumstances, the Transmission Provider shall within thirty (30) days of notifying the Transmission Customer of such delays, convene a technical meeting with the Transmission Customer to evaluate the alternatives available to the Transmission Customer. The Transmission Provider also shall make available to the Transmission Customer studies and work papers related to the delay, including all information that is in the possession of the Transmission Provider that is reasonably needed by the Transmission Customer to evaluate any alternatives.

**20.2 Alternatives to the Original Facility Additions**

When the review process of Section 20.1 determines that one or more alternatives exist to the originally planned construction project, the Transmission Provider shall present such alternatives for consideration by the Transmission Customer. If, upon review of any alternatives, the Transmission Customer desires to maintain its Completed Application subject to construction of the alternative facilities, it may request the Transmission Provider to submit a revised Service Agreement for Firm Point-To-Point Transmission Service. If the alternative approach solely involves Non-Firm Point-To-Point Transmission Service, the Transmission Provider shall promptly tender a Service Agreement for Non-Firm Point-To-Point Transmission Service providing for the service. In the event the Transmission Provider concludes that no reasonable alternative exists and the Transmission Customer disagrees, the Transmission Customer may seek relief under the dispute resolution procedures pursuant to Section 12 or it may refer the dispute to the Commission for resolution.

**20.3 Refund Obligation for Unfinished Facility Additions**

If the Transmission Provider and the Transmission Customer mutually agree that no other reasonable alternatives exist and the requested service cannot be provided out of existing capability under the conditions of Part II of the Tariff, the obligation to provide the requested Firm Point-To-Point Transmission Service shall terminate and any deposit made by the Transmission Customer shall be returned with interest pursuant to Commission regulations 35.19a(a)(2)(iii). However, the Transmission Customer shall be responsible for all prudently incurred costs by the Transmission Provider through the time construction was suspended.

**21. Provisions Relating to Transmission Construction and Services on the Systems of Other Utilities**

**21.1 Responsibility for Third-Party System Additions**

The Transmission Provider shall not be responsible for making arrangements for any necessary engineering, permitting, and construction of transmission or distribution facilities on the system(s) of any other entity or for obtaining any regulatory approval for such facilities. The Transmission Provider will undertake reasonable efforts to assist the Transmission Customer in obtaining such arrangements, including without limitation, providing any information or data required by such other electric system pursuant to Good Utility Practice.

**21.2 Coordination of Third-Party System Additions**

In circumstances where the need for transmission facilities or upgrades is identified pursuant to the provisions of Part II of the Tariff, and if such upgrades further require the addition of transmission facilities on other systems, the Transmission Provider shall have the right to coordinate construction on its own system with the construction required by others. The Transmission Provider, after consultation with the Transmission Customer and representatives of such other systems, may defer construction of its new transmission facilities, if the new

transmission facilities on another system cannot be completed in a timely manner. The Transmission Provider shall notify the Transmission Customer in writing of the basis for any decision to defer construction and the specific problems which must be resolved before it will initiate or resume construction of new facilities. Within sixty (60) days of receiving written notification by the Transmission Provider of its intent to defer construction pursuant to this section, the Transmission Customer may challenge the decision in accordance with the dispute resolution procedures pursuant to Section 12 or it may refer the dispute to the Commission for resolution.

## **22 Changes in Service Specifications**

### **22.1 Modifications On a Non-Firm Basis**

The Transmission Customer taking Firm Point-To-Point Transmission Service may request the Transmission Provider to provide transmission service on an hourly non-firm basis over Receipt and Delivery Points other than those specified in the Service Agreement ("Secondary Receipt and Delivery Points"), in amounts not to exceed its firm capacity reservation, without incurring an additional Non-Firm Point-To-Point Transmission Service charge or executing a new Service Agreement, subject to the following conditions.

(a) Service provided over Secondary Receipt and Delivery Points will be non-firm only, on an as-available basis and will not displace any firm or non-firm service reserved or scheduled by third- parties under the Tariff or by the Transmission Provider on behalf of its Native Load Customers.

(b) The sum of all Firm and non-firm Point-To-Point Transmission Service provided to the Transmission Customer at any time pursuant to this section shall not exceed the Reserved Capacity in the relevant Service Agreement under which such services are provided.

(c) The Transmission Customer shall retain its right to schedule Firm Point-To-Point Transmission Service at the Receipt and Delivery Points specified in the relevant Service Agreement in the amount of its original capacity reservation.

(d) Service over Secondary Receipt and Delivery Points on a non-firm basis shall not require the filing of an Application for Non-Firm Point-To-Point Transmission Service under the Tariff. However, all other requirements of Part II of the Tariff (except as to transmission rates) shall apply to transmission service on a non-firm basis over Secondary Receipt and Delivery Points.

(e) If and to the extent the Transmission Provider's rates for Transmission Service on its Transmission System are segmented, (i) the sum of the capacity provided at Primary and Secondary Points of Receipt for Transmission Service under a Service Agreement on any segment shall not exceed the firm capacity reservation at Primary Points of Receipt in such Service Agreement for such segment; and (ii) the sum of the capacity provided at Primary and Secondary Points of Delivery for Transmission Service under a Service Agreement on any segment shall not exceed the firm capacity reservation at Primary Points of Delivery in such Service Agreement for such segment.

### **22.2 Modifications On a Firm Basis**

Any request by a Transmission Customer to modify Receipt and Delivery Points on a firm basis shall be treated as a new request for service in accordance with Section 17 hereof, except that such Transmission Customer shall not be obligated to pay any additional deposit if the capacity reservation does not exceed the amount reserved in the existing Service Agreement. While such new request is pending, the Transmission Customer shall retain its priority for service at the existing firm Receipt and Delivery Points specified in its Service Agreement.

## **23 Sale or Assignment of Transmission Service**

### **23.1 Procedures for Assignment or Transfer of Service**

Subject to Commission approval of any necessary filings, a Transmission Customer may sell, assign, or transfer all or a portion of its rights under its Service Agreement, but only to another Eligible Customer (the Assignee). The Transmission Customer that sells, assigns or transfers its rights under its Service Agreement is hereafter referred to as the Reseller. Compensation to the Reseller shall not exceed the higher of (i) the original rate paid by the Reseller, (ii) the Transmission Provider's maximum rate on file at the time of the assignment, or (iii) the Reseller's opportunity cost capped at the Transmission Provider's cost of expansion. If the Assignee does not request any change in the Point(s) of Receipt or the Point(s) of Delivery, or a change in any other term or condition set forth in the original Service Agreement, the Assignee will receive the same services as did the Reseller and the priority of service for the Assignee will be the same as that of the Reseller. A Reseller should notify the Transmission Provider as soon as possible after any assignment or transfer of service occurs but in any event, notification must be provided prior to any provision of service to the Assignee. The Assignee will be subject to all terms and conditions of this Tariff. If the Assignee requests a change in service, the reservation priority of service will be determined by the Transmission Provider pursuant to Section 13.2.

### **23.2 Limitations on Assignment or Transfer of Service**

If the Assignee requests a change in the Point(s) of Receipt or Point(s) of Delivery, or a change in any other specifications set forth in the original Service Agreement, the Transmission Provider will consent to such change subject to the provisions of the Tariff, provided that the change will not impair the operation and reliability of the Transmission Provider's generation,

transmission, or distribution systems. The Assignee shall compensate the Transmission Provider for performing any System Impact Study needed to evaluate the capability of the Transmission System to accommodate the proposed change and any additional costs resulting from such change. The Reseller shall remain liable for the performance of all obligations under the Service Agreement, except as specifically agreed to by the Parties through an amendment to the Service Agreement.

### **23.3 Information on Assignment or Transfer of Service**

In accordance with Section 4, Resellers may use the Transmission Provider's OASIS to post transmission capacity available for resale.

## **24 Metering and Power Factor Correction at Receipt and Delivery Point(s)**

### **24.1 Transmission Customer Obligations**

Unless otherwise agreed, the Transmission Customer shall be responsible for installing and maintaining compatible metering and communications equipment to accurately account for the capacity and energy being transmitted under Part II of the Tariff and to communicate the information to the Transmission Provider. Such equipment shall remain the property of the Transmission Customer.

### **24.2 Transmission Provider Access to Metering Data**

The Transmission Provider shall have access to metering data, which may reasonably be required to facilitate measurements and billing under the Service Agreement.

### **24.3 Power Factor**

Unless otherwise agreed, the Transmission Customer is required to maintain a power factor within the same range as the Transmission Provider pursuant to Good Utility Practices. The power factor requirements are specified in the Service Agreement where applicable.



## **25 Compensation for Transmission Service**

Rates for Firm and Non-Firm Point-To-Point Transmission Service are provided in the Schedules appended to the Tariff: Firm Point-To-Point Transmission Service (Schedule 7); and Non-Firm Point-To-Point Transmission Service (Schedule 8). The Transmission Provider shall use Part II of the Tariff to make its Third-Party Sales. The Transmission Provider shall account for such use at the applicable Tariff rates, pursuant to Section 8.

## **26 Stranded Cost Recovery**

The Transmission Provider may seek to recover stranded costs from the Transmission Customer pursuant to this Tariff and pursuant to Section 7 of the Pacific Northwest Electric Power Planning and Conservation Act of 1980 (Northwest Power Act).

## **27 Compensation for New Facilities and Redispatch Costs**

Whenever a System Impact Study performed by the Transmission Provider in connection with the provision of Firm Point-To-Point Transmission Service identifies the need for new facilities, the Transmission Customer shall be responsible for such costs to the extent consistent with Commission policy. Whenever a System Impact Study performed by the Transmission Provider identifies capacity constraints that may be relieved more economically by redispatching the Transmission Provider's resources than by building new facilities or upgrading existing facilities to eliminate such constraints, the Transmission Customer shall be responsible for the redispatch costs to the extent consistent with Commission policy.

## **III. NETWORK INTEGRATION TRANSMISSION SERVICE**

### **Preamble**

Transmission Provider will provide Network Integration Transmission Service pursuant to the applicable terms and conditions contained in the Tariff and Service Agreement. Network

Integration Transmission Service allows the Network Customer to integrate, economically dispatch and regulate its current and planned Network Resources to serve its Network Load in a manner comparable to that in which the Transmission Provider utilizes its Transmission System to serve its Native Load Customers. Network Integration Transmission Service also may be used by the Network Customer to deliver economy energy purchases to its Network Load from non-designated resources on an as-available basis without additional charge. Transmission service for sales to non-designated loads will be provided pursuant to the applicable terms and conditions of Part II of the Tariff. If and to the extent that the Transmission Provider has established separate rates for Transmission Service over one or more intertie segments, Network Integration Transmission Service will not be available over such intertie segments, and the terms and conditions for Transmission Service over such intertie segments will be provided under Part II of this Tariff.

## **28 Nature of Network Integration Transmission Service**

### **28.1 Scope of Service**

Network Integration Transmission Service is a transmission service that allows Network Customers to efficiently and economically utilize their Network Resources (as well as other non-designated generation resources) to serve their Network Load located in the Transmission Provider's Control Area and any additional load that may be designated pursuant to Section 31.3 of the Tariff. The Network Customer taking Network Integration Transmission Service must obtain or provide Ancillary Services pursuant to Section 3.

### **28.2 Transmission Provider Responsibilities**

The Transmission Provider will plan, construct, operate and maintain its Transmission System in accordance with Good Utility Practice in order to provide the Network Customer with

Network Integration Transmission Service over the Transmission Provider's Transmission System. The Transmission Provider, on behalf of its Native Load Customers, shall be required to designate resources and loads in the same manner as any Network Customer under Part III of this Tariff. This information must be consistent with the information used by the Transmission Provider to calculate available transmission capability. The Transmission Provider shall include the Network Customer's Network Load in its Transmission System planning and shall, consistent with Good Utility Practice, endeavor to construct and place into service sufficient transmission capacity to deliver the Network Customer's Network Resources to serve its Network Load on a basis comparable to the Transmission Provider's delivery of its own generating and purchased resources to its Native Load Customers.

### **28.3 Network Integration Transmission Service**

The Transmission Provider will provide firm transmission service over its Transmission System to the Network Customer for the delivery of capacity and energy from its designated Network Resources to service its Network Loads on a basis that is comparable to the Transmission Provider's use of the Transmission System to reliably serve its Native Load Customers.

### **28.4 Secondary Service**

The Network Customer may use the Transmission Provider's Transmission System to deliver energy to its Network Loads from resources that have not been designated as Network Resources. Such energy shall be transmitted, on an as-available basis, at no additional charge. Deliveries from resources other than Network Resources will have a higher priority than any Non-Firm Point-To-Point Transmission Service under Part II of the Tariff.

### **28.5 Real Power Losses**

Real Power Losses are associated with all transmission service. The Transmission Provider is not obligated to provide Real Power Losses. The Network Customer is responsible for replacing losses associated with all transmission service as calculated by the Transmission Provider under Schedule 9.

### **28.6 Restrictions on Use of Service**

The Network Customer shall not use Network Integration Transmission Service for (i) sales of capacity and energy to non-designated loads, or (ii) direct or indirect provision of transmission service by the Network Customer to third parties. All Network Customers taking Network Integration Transmission Service shall use Point-To-Point Transmission Service under Part II of the Tariff for any Third-Party Sale which requires use of the Transmission Provider's Transmission System.

## **29 Initiating Service**

### **29.1 Condition Precedent for Receiving Service**

Subject to the terms and conditions of Part III of the Tariff, the Transmission Provider will provide Network Integration Transmission Service to any Eligible Customer, provided that

- (i) the Eligible Customer completes an Application for service as provided under Part III of the Tariff,
- (ii) the Eligible Customer and the Transmission Provider complete the technical arrangements set forth in Sections 29.3 and 29.4,
- (iii) the Eligible Customer executes a Service Agreement pursuant to Attachment F for service under Part III of the Tariff or requests in writing that the Transmission Provider file a proposed unexecuted Service Agreement with the Commission, and

(iv) the Eligible Customer executes a Network Operating Agreement with the Transmission Provider pursuant to Attachment G.

## 29.2 Application Procedures

An Eligible Customer requesting service under Part III of the Tariff must submit an Application, with a deposit approximating the charge for one month of service, to the Transmission Provider as far as possible in advance of the month in which service is to commence. Unless subject to the procedures in Section 2, Completed Applications for Network Integration Transmission Service will be assigned a priority according to the date and time the Application is received, with the earliest Application receiving the highest priority. Applications should be submitted by entering the information listed below on the Transmission Provider's OASIS. Prior to implementation of the Transmission Provider's OASIS, a Completed Application may be submitted by (i) transmitting the required information to the Transmission Provider by telefax, or (ii) providing the information by telephone over the Transmission Provider's time recorded telephone line. Each of these methods will provide a time-stamped record for establishing the service priority of the Application. A Completed Application shall provide all of the information included in 18 CFR § 2.20 including but not limited to the following:

- (i) The identity, address, telephone number and facsimile number of the party requesting service;
- (ii) A statement that the party requesting service is, or will be upon commencement of service, an Eligible Customer under the Tariff;
- (iii) A description of the Network Load at each delivery point. This description should separately identify and provide the Eligible Customer's best estimate of the total loads to

be served at each transmission voltage level, and the loads to be served from each Transmission Provider substation at the same transmission voltage level. The description should include a ten (10) year forecast of summer and winter load and resource requirements beginning with the first year after the service is scheduled to commence;

(iv) The amount and location of any interruptible loads included in the Network Load. This shall include the summer and winter capacity requirements for each interruptible load (had such load not been interruptible), that portion of the load subject to interruption, the conditions under which an interruption can be implemented and any limitations on the amount and frequency of interruptions. An Eligible Customer should identify the amount of interruptible customer load (if any) included in the 10 year load forecast provided in response to (iii) above;

(v) A description of Network Resources (current and 10-year projection), which shall include, for each Network Resource:

- Unit size and amount of capacity from that unit to be designated as Network Resource
- VAR capability (both leading and lagging) of all generators
- Operating restrictions
  - Any periods of restricted operations throughout the year
  - Maintenance schedules
  - Minimum loading level of unit
  - Normal operating level of unit
  - Any must-run unit designations required for system reliability or contract reasons
- Approximate variable generating cost (\$/MWH) for redispatch computations

- Arrangements governing sale and delivery of power to third parties from generating facilities located in the Transmission Provider Control Area, where only a portion of unit output is designated as a Network Resource
  - Description of purchased power designated as a Network Resource including source of supply, Control Area location, transmission arrangements and delivery point(s) to the Transmission Provider's Transmission System;
- (vi) Description of Eligible Customer's transmission system:
- Load flow and stability data, such as real and reactive parts of the load, lines, transformers, reactive devices and load type, including normal and emergency ratings of all transmission equipment in a load flow format compatible with that used by the Transmission Provider
  - Operating restrictions needed for reliability
  - Operating guides employed by system operators
  - Contractual restrictions or committed uses of the Eligible Customer's transmission system, other than the Eligible Customer's Network Loads and Resources
  - Location of Network Resources described in subsection (v) above
  - 10 year projection of system expansions or upgrades
  - Transmission Systems maps that include any proposed expansions or upgrades
  - Thermal ratings of Eligible Customer's Control Area ties with other Control Areas; and

(vii) Service Commencement Date and the term of the requested Network Integration Transmission Service. The minimum term for Network Integration Transmission Service is one year.

[See also section 3]

Unless the Parties agree to a different time frame, the Transmission Provider must acknowledge the request within ten (10) days of receipt. The acknowledgement must include a date by which a response, including a Service Agreement, will be sent to the Eligible Customer. If an Application fails to meet the requirements of this section, the Transmission Provider shall notify the Eligible Customer requesting service within fifteen (15) days of receipt and specify the reasons for such failure. Wherever possible, the Transmission Provider will attempt to remedy deficiencies in the Application through informal communications with the Eligible Customer. If such efforts are unsuccessful, the Transmission Provider shall return the Application without prejudice to the Eligible Customer filing a new or revised Application that fully complies with the requirements of this section. The Eligible Customer will be assigned a new priority consistent with the date of the new or revised Application. The Transmission Provider shall treat this information consistent with the standards of conduct contained in Part 37 of the Commission's regulations.

### **29.3 Technical Arrangements to be Completed Prior to Commencement of Service**

Network Integration Transmission Service shall not commence until the Transmission Provider and the Network Customer, or a third party, have completed installation of all equipment specified under the Network Operating Agreement consistent with Good Utility Practice and any additional requirements reasonably and consistently imposed to ensure the reliable operation of the Transmission System. The Transmission Provider shall exercise

reasonable efforts, in coordination with the Network Customer, to complete such arrangements as soon as practicable taking into consideration the Service Commencement Date.

#### **29.4 Network Customer Facilities**

The provision of Network Integration Transmission Service shall be conditioned upon the Network Customer's constructing, maintaining and operating the facilities on its side of each delivery point or interconnection necessary to reliably deliver capacity and energy from the Transmission Provider's Transmission System to the Network Customer. The Network Customer shall be solely responsible for constructing or installing all facilities on the Network Customer's side of each such delivery point or interconnection.

#### **29.5 Filing of Service Agreement (Intentionally Omitted)**

#### **29.6 Tender and Execution of Service Agreement Where Environmental Review is Required**

In the event that environmental review associated with a request is required, the Transmission Provider shall tender a Service Agreement as soon as possible after the completion of any necessary environmental review and development of any necessary environmental mitigation requirements. Failure of an Eligible Customer to execute and return the Service Agreement within fifteen (15) days after it is tendered by the Transmission Provider will be deemed a withdrawal and termination of the Application and any deposit submitted shall be refunded with interest. Nothing herein limits the right of an Eligible Customer to file another Application after such withdrawal and termination.

### **30 Network Resources**

#### **30.1 Designation of Network Resources**

Network Resources shall include all generation owned, purchased or leased by the Network Customer designated to serve Network Load under the Tariff. Network Resources may

not include resources, or any portion thereof, that are committed for sale to non-designated third party load or otherwise cannot be called upon to meet the Network Customer's Network Load on a non-interruptible basis. Any owned or purchased resources that were serving the Network Customer's loads under firm agreements entered into on or before the Service Commencement Date shall initially be designated as Network Resources until the Network Customer terminates the designation of such resources.

#### **30.2 Designation of New Network Resources**

The Network Customer may designate a new Network Resource by providing the Transmission Provider with as much advance notice as practicable. A designation of a new Network Resource must be made by a request for modification of service pursuant to an Application under Section 29.

#### **30.3 Termination of Network Resources**

The Network Customer may terminate the designation of all or part of a generating resource as a Network Resource at any time but should provide notification to the Transmission Provider as soon as reasonably practicable.

#### **30.4 Operation of Network Resources**

The Network Customer shall not operate its designated Network Resources located in the Network Customer's or Transmission Provider's Control Area such that the output of those facilities exceeds its designated Network Load plus non-firm sales delivered pursuant to Part II of the Tariff, plus losses. This limitation shall not apply to changes in the operation of a Transmission Customer's Network Resources at the request of the Transmission Provider to respond to an emergency or other unforeseen condition which may impair or degrade the reliability of the Transmission System.

### **30.5 Network Customer Redispatch Obligation**

Except as provided in Attachment K, as a condition to receiving Network Integration Transmission Service, the Network Customer agrees to redispatch its Network Resources as requested by the Transmission Provider pursuant to Section 33.2. To the extent practical, the redispatch of resources pursuant to this section shall be on a least cost, non-discriminatory basis between all Network Customers, and the Transmission Provider.

### **30.6 Transmission Arrangements for Network Resources Not Physically Interconnected With The Transmission Provider**

The Network Customer shall be responsible for any arrangements necessary to deliver capacity and energy from a Network Resource not physically interconnected with the Transmission Provider's Transmission System. The Transmission Provider will undertake reasonable efforts to assist the Network Customer in obtaining such arrangements, including without limitation, providing any information or data required by such other entity pursuant to Good Utility Practice.

### **30.7 Limitation on Designation of Network Resources**

The Network Customer must demonstrate that it owns or has committed to purchase generation pursuant to an executed contract in order to designate a generating resource as a Network Resource. Alternatively, the Network Customer may establish that execution of a contract is contingent upon the availability of transmission service under Part III of the Tariff.

### **30.8 Use of Interface Capacity by the Network Customer**

There is no limitation upon a Network Customer's use of the Transmission Provider's Transmission System at any particular interface to integrate the Network Customer's Network Resources (or substitute economy purchases subject to section 28.4) with its Network Loads.

However, a Network Customer's use of the Transmission Provider's total interface capacity with other transmission systems may not exceed the Network Customer's Network Load.

### **30.9 Network Customer Owned Transmission Facilities (Intentionally Omitted)**

### **31 Designation of Network Load**

#### **31.1 Network Load**

The Network Customer must designate the individual Network Loads on whose behalf the Transmission Provider will provide Network Integration Transmission Service. The Network Loads shall be specified in the Service Agreement.

#### **31.2 New Network Loads Connected With the Transmission Provider**

The Network Customer shall provide the Transmission Provider with as much advance notice as reasonably practicable of the designation of new Network Load that will be added to its Transmission System. A designation of new Network Load must be made through a modification of service pursuant to a new Application. The Transmission Provider will use due diligence to install any transmission facilities required to interconnect a new Network Load designated by the Network Customer. The costs of new facilities required to interconnect a new Network Load shall be determined in accordance with the procedures provided in Section 32.4 and shall be charged to the Network Customer in accordance with Commission policies.

#### **31.3 Network Load Not Physically Interconnected with the Transmission Provider**

This section applies to both initial designation pursuant to Section 31.1 and the subsequent addition of new Network Load not physically interconnected with the Transmission Provider. To the extent that the Network Customer desires to obtain transmission service for a load outside the Transmission Provider's Transmission System, the Network Customer shall have the option of (1) electing to include the entire load as Network Load for all purposes under Part III of the Tariff and

designating Network Resources in connection with such additional Network Load, or (2) excluding that entire load from its Network Load and purchasing Point-To-Point Transmission Service under Part II of the Tariff. To the extent that the Network Customer gives notice of its intent to add a new Network Load as part of its Network Load pursuant to this section the request must be made through a modification of service pursuant to a new Application.

#### **31.4 New Interconnection Points**

To the extent the Network Customer desires to add a new Delivery Point or interconnection point between the Transmission Provider's Transmission System and a Network Load, the Network Customer shall provide the Transmission Provider with as much advance notice as reasonably practicable.

#### **31.5 Changes in Service Requests**

Under no circumstances shall the Network Customer's decision to cancel or delay a requested change in Network Integration Transmission Service (e.g. the addition of a new Network Resource or designation of a new Network Load) in any way relieve the Network Customer of its obligation to pay the costs of transmission facilities constructed by the Transmission Provider and charged to the Network Customer as reflected in the Service Agreement. However, the Transmission Provider must treat any requested change in Network Integration Transmission Service in a non-discriminatory manner.

#### **31.6 Annual Load and Resource Information Updates**

The Network Customer shall provide the Transmission Provider with annual updates of Network Load and Network Resource forecasts consistent with those included in its Application for Network Integration Transmission Service under Part III of the Tariff. The Network Customer also shall provide the Transmission Provider with timely written notice of material

changes in any other information provided in its Application relating to the Network Customer's Network Load, Network Resources, its transmission system or other aspects of its facilities or operations affecting the Transmission Provider's ability to provide reliable service.

#### **31.7 Declared Customer-Served Load**

Declared Customer-Served Load is a list of twelve (12) monthly numbers representing the Transmission Customer's Customer-Served Load which must be provided to the Transmission Provider if the Transmission Customer desires to be billed for service to less than its Network Load for the basic service under the Rate Schedules. Requests for decrease to any of these Customer-Served Load numbers shall be treated as a request for increases in Network Load pursuant to section 29. Except as provided in section 31.2, or as mutually agreed to, any increase of these Customer-Served Load numbers shall constitute a decrease in service requiring two (2) years notice.

#### **32 Additional Study Procedures For Network Integration Transmission Service Requests**

##### **32.1 Notice of Need for System Impact Study**

After receiving a request for service, the Transmission Provider shall determine on a non-discriminatory basis whether a System Impact Study is needed. A description of the Transmission Provider's methodology for completing a System Impact Study is provided in Attachment D. If the Transmission Provider determines that a System Impact Study is necessary to accommodate the requested service, it shall so inform the Eligible Customer, as soon as practicable. In such cases, the Transmission Provider shall within thirty (30) days of receipt of a Completed Application, tender a System Impact Study Agreement pursuant to which the Eligible Customer shall agree to reimburse the Transmission Provider for performing the required System Impact Study. For a service request to remain a Completed Application, the Eligible Customer shall execute the System

Impact Study Agreement and return it to the Transmission Provider within fifteen (15) days. If the Eligible Customer elects not to execute the System Impact Study Agreement, its Application shall be deemed withdrawn and its deposit shall be returned with interest.

### **32.2 System Impact Study Agreement and Cost Reimbursement**

(i) The System Impact Study Agreement will clearly specify the Transmission Provider's estimate of the actual cost, and time for completion of the System Impact Study. The charge shall not exceed the actual cost of the study. In performing the System Impact Study, the Transmission Provider shall rely, to the extent reasonably practicable, on existing transmission planning studies. The Eligible Customer will not be assessed a charge for such existing studies; however, the Eligible Customer will be responsible for charges associated with any modifications to existing planning studies that are reasonably necessary to evaluate the impact of the Eligible Customer's request for service on the Transmission System.

(ii) If in response to multiple Eligible Customers requesting service in relation to the same competitive solicitation, a single System Impact Study is sufficient for the Transmission Provider to accommodate the service requests, the costs of that study shall be pro-rated among the Eligible Customers.

(iii) For System Impact Studies that the Transmission Provider conducts on its own behalf, the Transmission Provider shall record the cost of the System Impact Studies pursuant to Section 8.

### **32.3 System Impact Study Procedures**

Upon receipt of an executed System Impact Study Agreement, the Transmission Provider will use due diligence to complete the required System Impact Study within a sixty (60) day period. The System Impact Study shall identify any system constraints and redispatch options,

additional Direct Assignment Facilities or Network Upgrades required to provide the requested service. In the event that the Transmission Provider is unable to complete the required System Impact Study within such time period, it shall so notify the Eligible Customer and provide an estimated completion date along with an explanation of the reasons why additional time is required to complete the required studies. A copy of the completed System Impact Study and related work papers shall be made available to the Eligible Customer. The Transmission Provider will use the same due diligence in completing the System Impact Study for an Eligible Customer as it uses when completing studies for itself. The Transmission Provider shall notify the Eligible Customer immediately upon completion of the System Impact Study if the Transmission System will be adequate to accommodate all or part of a request for service or that no costs are likely to be incurred for new transmission facilities or upgrades. Except as provided in section 29.6, in order for a request to remain a Completed Application, within fifteen (15) days of completion of the System Impact Study the Eligible Customer must execute a Service Agreement or request the filing of an unexecuted Service Agreement, or the Application shall be deemed terminated and withdrawn.

### **32.4 Facilities Study Procedures**

If a System Impact Study indicates that additions or upgrades to the Transmission System are needed to supply the Eligible Customer's service request, the Transmission Provider, within thirty (30) days of the completion of the System Impact Study, shall tender to the Eligible Customer a Facilities Study Agreement pursuant to which the Eligible Customer shall agree to reimburse the Transmission Provider for performing the required Facilities Study. For a service request to remain a Completed Application, the Eligible Customer shall execute the Facilities Study Agreement and return it to the Transmission Provider within fifteen (15) days. If the



Eligible Customer elects not to execute the Facilities Study Agreement, its Application shall be deemed withdrawn and its deposit shall be returned with interest. Upon receipt of an executed Facilities Study Agreement, the Transmission Provider will use due diligence to complete the required Facilities Study within a sixty (60) day period. If the Transmission Provider is unable to complete the Facilities Study in the allotted time period, the Transmission Provider shall notify the Eligible Customer and provide an estimate of the time needed to reach a final determination along with an explanation of the reasons that additional time is required to complete the study. When completed, the Facilities Study will include a good faith estimate of (i) the cost of Direct Assignment Facilities to be charged to the Eligible Customer, (ii) the Eligible Customer's appropriate share of the cost of any required Network Upgrades, and (iii) the time required to complete such construction and initiate the requested service. The Eligible Customer shall provide the Transmission Provider with a letter of credit or other reasonable form of security acceptable to the Transmission Provider equivalent to the costs of new facilities or upgrades consistent with commercial practices as established by the Uniform Commercial Code. Except as provided in section 29.6, the Eligible Customer shall have thirty (30) days to execute a Service Agreement or request the filing of an unexecuted Service Agreement and provide the required letter of credit or other form of security or the request no longer will be a Completed Application and shall be deemed terminated and withdrawn.

### **33 Load Shedding and Curtailments**

#### **33.1 Procedures**

Prior to the Service Commencement Date, the Transmission Provider and the Network Customer shall establish Load Shedding and Curtailment procedures pursuant to the Network Operating Agreement with the objective of responding to contingencies on the Transmission

System. The Parties will implement such programs during any period when the Transmission Provider determines that a system contingency exists and such procedures are necessary to alleviate such contingency. The Transmission Provider will notify all affected Network Customers in a timely manner of any scheduled Curtailment.

#### **33.2 Transmission Constraints**

During any period when the Transmission Provider determines that a transmission constraint exists on the Transmission System, and such constraint may impair the reliability of the Transmission Provider's system, the Transmission Provider will take whatever actions, consistent with Good Utility Practice, that are reasonably necessary to maintain the reliability of the Transmission system. Except as provided in Attachment K, to the extent the Transmission Provider determines that the reliability of the Transmission System can be maintained by redispatching resources, the Transmission Provider will initiate procedures pursuant to the Network Operating Agreement to redispatch all Network Resources and the Transmission Provider's own resources on a least-cost basis without regard to the ownership of such resources. Any redispatch under this section may not unduly discriminate between the Transmission Provider's use of the Transmission System on behalf of its Native Load Customers and any Network Customer's use of the Transmission System to serve its designated Network Load.

#### **33.3 Cost Responsibility for Relieving Transmission Constraints**

Except as provided in Attachment K, when the Transmission Provider implements least-cost redispatch procedures in response to a transmission constraint, the Transmission Provider and Network Customers will each bear a proportionate share of the total redispatch cost based on their respective Network Load.

### **33.4 Curtailments of Scheduled Deliveries**

If a transmission constraint on the Transmission Provider's Transmission System cannot be relieved through the implementation of least-cost redispatch procedures and the Transmission Provider determines that it is necessary to Curtail scheduled deliveries, the Parties shall Curtail such schedules in accordance with the Network Operating Agreement.

### **33.5 Allocation of Curtailments**

The Transmission Provider shall, on a non-discriminatory basis, Curtail the transaction(s) that effectively relieve the constraint. However, to the extent practicable and consistent with Good Utility Practice, any Curtailment will be shared by the Transmission Provider and Network Customer in proportion to their respective Network Load. The Transmission Provider shall not direct the Network Customer to Curtail schedules to an extent greater than the Transmission Provider would Curtail the Transmission Provider's schedules under similar circumstances.

### **33.6 Load Shedding**

To the extent that a system contingency exists on the Transmission Provider's Transmission System and the Transmission Provider determines that it is necessary for the Transmission Provider and the Network Customer to shed load, the Parties shall shed load in accordance with previously established procedures under the Network Operating Agreement.

### **33.7 System Reliability**

Notwithstanding any other provisions of this Tariff, the Transmission Provider reserves the right, consistent with Good Utility Practice and on a not unduly discriminatory basis, to Curtail Network Integration Transmission Service without liability on the Transmission Provider's part for the purpose of making necessary adjustments to, changes in, or repairs on its lines, substations and facilities, and in cases where the continuance of Network Integration

Transmission Service would endanger persons or property. In the event of any adverse condition(s) or disturbance(s) on the Transmission Provider's Transmission System or on any other system(s) directly or indirectly interconnected with the Transmission Provider's Transmission System, the Transmission Provider, consistent with Good Utility Practice, also may Curtail Network Integration Transmission Service in order to (i) limit the extent or damage of the adverse condition(s) or disturbance(s), (ii) prevent damage to generating or transmission facilities, or (iii) expedite restoration of service. The Transmission Provider will give Network Customer as much advance notice as is practicable in the event of such Curtailment. Any Curtailment of Network Integration Transmission Service will be not unduly discriminatory relative to the Transmission Provider's use of the Transmission System on behalf of its Native Load Customers. The Transmission Provider shall specify the rate treatment and all related terms and conditions applicable in the event that the Network Customer fails to respond to established Load Shedding and Curtailment procedures.

## **34 Rates and Charges**

The Transmission Customer shall pay for Network Integration Transmission Service and Ancillary Services provided under Part III of this Tariff as provided for in the rates determined pursuant to Section 7 of the Northwest Power Act. In addition, the Network Customer shall pay the Transmission Provider for any Direct Assignment Facilities and applicable study costs, consistent with Commission policy.

### **34.1 Monthly Demand Charge** (Intentionally Omitted)

### **34.2 Determination of Network Customer's Monthly Network Load** (Intentionally Omitted)

### **34.3 Determination of Transmission Provider's Monthly Transmission System Load** (Intentionally Omitted)

**34.4 Redispatch Charge** (Intentionally Omitted)

**34.5 Stranded Cost Recovery**

The Transmission Provider may seek to recover stranded costs from the Network Customer pursuant to this Tariff and pursuant to Section 7 of the Northwest Power Act.

**35 Operating Arrangements**

**35.1 Operation under The Network Operating Agreement**

The Network Customer shall plan, construct, operate and maintain its facilities in accordance with Good Utility Practice and in conformance with the Network Operating Agreement.

**35.2 Network Operating Agreement**

The terms and conditions under which the Network Customer shall operate its facilities and the technical and operational matters associated with the implementation of Part III of the Tariff shall be specified in the Network Operating Agreement. The Network Operating Agreement shall provide for the Parties to

- (i) operate and maintain equipment necessary for integrating the Network Customer within the Transmission Provider's Transmission System (including, but not limited to, remote terminal units, metering, communications equipment and relaying equipment),
- (ii) transfer data between the Transmission Provider and the Network Customer (including, but not limited to, heat rates and operational characteristics of Network Resources, generation schedules for units outside the Transmission Provider's Transmission System, interchange schedules, unit outputs for redispatch required under Section 33, voltage schedules, loss factors and other real time data),
- (iii) use software programs required for data links and constraint dispatching,

- (iv) exchange data on forecasted loads and resources necessary for long-term planning, and

- (v) address any other technical and operational considerations required for implementation of Part III of the Tariff, including scheduling protocols.

The Network Operating Agreement will recognize that the Network Customer shall either

- (i) operate as a Control Area under applicable guidelines of the North American Electric Reliability Council (NERC) and the Western System Coordinating Council (WSCC) and the Northwest Power Pool (NWPP) requirements,
- (ii) satisfy its Control Area requirements, including all necessary Ancillary Services, by contracting with the Transmission Provider, or
- (iii) satisfy its Control Area requirements, including all necessary Ancillary Services, by contracting with another entity, consistent with Good Utility Practice, which satisfies NERC and the WSCC and the NWPP requirements.

The Transmission Provider shall not unreasonably refuse to accept contractual arrangements with another entity for Ancillary Services. The Network Operating Agreement is included in Attachment G.

**35.3 Network Operating Committee**

A Network Operating Committee (Committee) shall be established to coordinate operating criteria for the Parties' respective responsibilities under the Network Operating Agreement. Each Network Customer shall be entitled to have at least one representative on the Committee. The Committee shall meet from time to time as need requires, but no less than once each calendar year.

#### **IV MISCELLANEOUS PROVISIONS**

##### **36 Transmission Provider Payment for the Use of Third Party Facilities**

The Transmission Provider shall acquire and pay for (or reimburse the Transmission Customer for its costs for the acquisition of) the use of third party transmission service and Real Power Losses needed in order to serve the Receiving Party's native loads under the following terms and conditions:

- (a) The Receiving Party has historically been served under a general transfer agreement between the Transmission Provider and third party transferor;
- (b) The Transmission Customer utilizes the Transmission Provider's Integrated Network Transmission System in combination with third-party transmission service;
- (c) The third-party transmission service is for non-Federal power;
- (d) The third-party transmission service is from the Transmission Provider's Integrated Network Transmission System to the Receiving Party's native loads;
- (e) The third-party transmission service delivers power only to Points of Delivery serving the Receiving Party's service territory as it existed as of October 1, 1996;
- (f) The third-party transmission service is over facilities equivalent in function and voltage level to the Transmission Provider's Integrated Network Transmission System;
- (g) The total annual payment for all such third party transmission service shall not exceed \$6,500,000. If the total payment would exceed this limit, the Transmission Provider shall establish and apply a uniform percentage load limit to each Receiving Party's load served by third party transmission service sufficient to limit the Transmission Provider's costs to \$6,500,000; and

- (h) The Transmission Customer shall reimburse the Transmission Provider for any charges incurred by the Transmission Provider for Ancillary Services or facility expansion or modifications associated with such third party transmission service.

##### **37 Interconnection Procedures**

Procedures for requesting interconnection service are set forth in Attachment J of this Tariff.

## **SCHEDULE 1**

### **Scheduling, System Control and Dispatch Service**

This service is required to schedule the movement of power through, out of, within, or into a Control Area. This service can be provided only by the operator of the Control Area in which the transmission facilities used for transmission service are located. Scheduling, System Control and Dispatch Service is to be provided directly by the Transmission Provider (if the Transmission Provider is the Control Area operator) or indirectly by the Transmission Provider making arrangements with the Control Area operator that performs this service for the Transmission Provider's Transmission System. The Transmission Customer must purchase this service from the Transmission Provider or the Control Area operator. The charges for Scheduling, System Control and Dispatch Service are to be based on the rate set forth in the Transmission Provider's Schedule ACS-02, Ancillary Services and Control Area Services Rate, or its successor. To the extent the Control Area operator performs this service for the Transmission Provider, charges to the Transmission Customer are to reflect only a pass-through of the costs charged to the Transmission Provider by that Control Area operator.

## **SCHEDULE 2**

### **Reactive Supply and Voltage Control from Generation Sources Service**

In order to maintain transmission voltages on the Transmission Provider's transmission facilities within acceptable limits, generation facilities under the control of the control area operator are operated to produce (or absorb) reactive power. Thus, Reactive Supply and Voltage Control from Generation Sources Service must be provided for each transaction on the Transmission Provider's transmission facilities. The amount of Reactive Supply and Voltage Control from Generation Sources Service that must be supplied with respect to the Transmission Customer's transaction will be determined based on the reactive power support necessary to maintain transmission voltages within limits that are generally accepted in the region and consistently adhered to by the Transmission Provider.

Reactive Supply and Voltage Control from Generation Sources Service is to be provided directly by the Transmission Provider (if the Transmission Provider is the Control Area operator) or indirectly by the Transmission Provider making arrangements with the Control Area operator that performs this service for the Transmission Provider's Transmission System. The Transmission Customer must purchase this service from the Transmission Provider or the Control Area operator. The charges for such service will be based on the rate set forth in the Transmission Provider's Schedule ACS-02, Ancillary Services and Control Area Services Rate, or its successor. To the extent the Control Area operator performs this service for the Transmission Provider, charges to the Transmission Customer are to reflect only a pass-through of the costs charged to the Transmission Provider by the Control Area operator.

### **SCHEDULE 3**

#### **Regulation and Frequency Response Service**

Regulation and Frequency Response Service is necessary to provide for the continuous balancing of resources (generation and interchange) with load and for maintaining scheduled Interconnection frequency at sixty cycles per second (60 Hz).

Regulation and Frequency Response Service is accomplished by committing on-line generation whose output is raised or lowered (predominantly through the use of automatic generating control equipment) as necessary to follow the moment-by-moment changes in load. The obligation to maintain this balance between resources and load lies with the Transmission Provider (or the Control Area operator that performs this function for the Transmission Provider). The Transmission Provider must offer this service when the transmission service is used to serve load within its Control Area. The Transmission Customer must either purchase this service from the Transmission Provider or make alternative comparable arrangements to satisfy its Regulation and Frequency Response Service obligation. The amount of and charges for Regulation and Frequency Response Service are set forth in the Transmission Provider's Schedule ACS-02, Ancillary Services and Control Area Services Rate, or its successor. To the extent the Control Area operator performs this service for the Transmission Provider, charges to the Transmission Customer are to reflect only a pass-through of the costs charged to the Transmission Provider by that Control Area operator.

### **SCHEDULE 4**

#### **Energy Imbalance Service**

Energy Imbalance Service is provided when a difference occurs between the scheduled and the actual delivery of energy to a load located within a Control Area over a single hour. The Transmission Provider must offer this service when the transmission service is used to serve load within its Control Area. The Transmission Customer must either purchase this service from the Transmission Provider or make alternative comparable arrangements to satisfy its Energy Imbalance Service obligation. To the extent the Control Area operator performs this service for the Transmission Provider, charges to the Transmission Customer are to reflect only a pass-through of the costs charged to the Transmission Provider by that Control Area operator.

The Transmission Provider shall establish a deviation band of +/- 1.5 percent (with a minimum of 2 MW) of the scheduled transaction to be applied hourly to any energy imbalance that occurs as a result of the Transmission Customer's scheduled transaction(s). Parties should attempt to eliminate energy imbalances within the limits of the deviation band within thirty (30) days or within such other reasonable period of time as is generally accepted in the region and consistently adhered to by the Transmission Provider. If an energy imbalance is not corrected within thirty (30) days or a reasonable period of time that is generally accepted in the region and consistently adhered to by the Transmission Provider, the Transmission Customer will compensate the Transmission Provider for such service. Energy imbalances outside the deviation band will be subject to charges to be specified by the Transmission Provider. The charges for Energy Imbalance Service are set forth in the Transmission Provider's Schedule ACS-02, Ancillary Services and Control Area Services Rate, or its successor.

## **SCHEDULE 5**

### **Operating Reserve - Spinning Reserve Service**

Spinning Reserve Service is needed to serve load immediately in the event of a system contingency. Spinning Reserve Service may be provided by generating units that are on-line and loaded at less than maximum output. The Transmission Provider must offer this service when the transmission service is used to serve load within its Control Area. The Transmission Customer must either purchase this service from the Transmission Provider or make alternative comparable arrangements to satisfy its Spinning Reserve Service obligation. The amount of and charges for Spinning Reserve Service are set forth in the Transmission Provider's Schedule ACS-02, Ancillary Services and Control Area Services Rate, or its successor. To the extent the Control Area operator performs this service for the Transmission Provider, charges to the Transmission Customer are to reflect only a pass-through of the costs charged to the Transmission Provider by that Control Area operator.

## **SCHEDULE 6**

### **Operating Reserve - Supplemental Reserve Service**

Supplemental Reserve Service is needed to serve load in the event of a system contingency; however, it is not available immediately to serve load but rather within a short period of time. Supplemental Reserve Service may be provided by generating units that are on-line but unloaded, by quick-start generation or by interruptible load. The Transmission Provider must offer this service when the transmission service is used to serve load within its Control Area. The Transmission Customer must either purchase this service from the Transmission Provider or make alternative comparable arrangements to satisfy its Supplemental Reserve Service obligation. The amount of and charges for Supplemental Reserve Service are set forth in the Transmission Provider's Schedule ACS-02, Ancillary Services and Control Area Services Rate, or its successor. To the extent the Control Area operator performs this service for the Transmission Provider, charges to the Transmission Customer are to reflect only a pass-through of the costs charged to the Transmission Provider by that Control Area operator.

## **SCHEDULE 7**

### **Long-Term Firm and Short-Term Firm Point-To-Point Transmission Service**

- 1) The Transmission Customer shall compensate the Transmission Provider pursuant to the Transmission Provider's 2002 Transmission and Ancillary Service Rate Schedules or successor rate schedules.
- 2) Discounts: Three principal requirements apply to discounts for transmission service as follows (1) any offer of a discount made by the Transmission Provider must be announced to all Eligible Customers solely by posting on the OASIS, (2) any customer-initiated requests for discounts (including requests for use by one's wholesale merchant or an affiliate's use) must occur solely by posting on the OASIS, and (3) once a discount is negotiated, details must be immediately posted on the OASIS. For any discount agreed upon for service on a path, from point(s) of receipt to point(s) of delivery, the Transmission Provider must offer the same discounted transmission service rate for the same time period to all Eligible Customers on all unconstrained transmission paths that go to the same point(s) of delivery on the Transmission System.



## **SCHEDULE 8**

### **Non-Firm Point-To-Point Transmission Service**

1) The Transmission Customer shall compensate the Transmission Provider pursuant to the Transmission Provider's 2002 Transmission and Ancillary Service Rate Schedules or successor rate schedules.

2) Discounts: Three principal requirements apply to discounts for transmission service as follows (1) any offer of a discount made by the Transmission Provider must be announced to all Eligible Customers solely by posting on the OASIS, (2) any customer-initiated requests for discounts (including requests for use by one's wholesale merchant or an affiliate's use) must occur solely by posting on the OASIS, and (3) once a discount is negotiated, details must be immediately posted on the OASIS. For any discount agreed upon for service on a path, from point(s) of receipt to point(s) of delivery, the Transmission Provider must offer the same discounted transmission service rate for the same time period to all Eligible Customers on all unconstrained transmission paths that go to the same point(s) of delivery on the Transmission System.

## **SCHEDULE 9**

### **Real Power Loss Calculation**

The applicable Real Power Loss factors are as follows:

- (a) for use of the Network Segment – 1.9 percent of kWh delivered;
- (b) for use of the Utility Delivery Segment – 0.6 percent of kWh delivered;
- (c) for use of the DSI Delivery Segment as specified in the Service Agreement; and
- (d) for use of the Southern Intertie Segment – 3.0 percent of kWh delivered.

The Transmission Provider and Transmission Customer may agree on lower loss factors for the period October 1, 2001 through September 30, 2003, for new resources whose location reduces system losses. Such loss factors will be included in the Service Agreement.

**ATTACHMENT A**  
**Form Of Service Agreement For**  
**Point-To-Point Transmission Service**

**SERVICE AGREEMENT**  
**for**  
**POINT-TO-POINT**  
**TRANSMISSION SERVICE**  
**executed by the**  
**UNITED STATES OF AMERICA**  
**DEPARTMENT OF ENERGY**  
**acting by and through the**  
**BONNEVILLE POWER ADMINISTRATION**  
**and**  
**FULL NAME OF CUSTOMER**

1. This Service Agreement, dated as of \_\_\_\_\_, is entered into, by and between the Bonneville Power Administration Transmission Business Line (the "Transmission Provider") and [Customer Name] (the "Transmission Customer").
2. The Transmission Customer has been determined by the Transmission Provider to have a Completed Application for Point-to-Point ("PTP") Transmission Service under the Tariff.
3. The Transmission Customer has provided to the Transmission Provider an Application deposit, unless such deposit has been waived by the Transmission Provider, for Firm Point-to-Point Transmission Service in accordance with the provisions of Section 17.3 of the Tariff.
4. Service under this agreement shall commence on the later of (1) the requested Service Commencement Date, or (2) the date on which construction of any Direct Assignment Facilities and/or Network Upgrades are completed. Service under this agreement shall terminate on such date as mutually agreed upon by the parties.
5. The Transmission Provider agrees to provide and the Transmission Customer agrees to take and pay for Point-to-Point Transmission Service in accordance with the provisions of Part II of the Tariff and this Service Agreement.

6. Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated in Exhibit B.
7. The Tariff is incorporated herein and made a part hereof.
8. This Service Agreement shall be interpreted, construed, and enforced in accordance with Federal law.
9. This Service Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.
10. [Customer Option] The Transmission Customer and the Transmission Provider agree that provisions of Section 3201(I) of Public Law 104-134 (Bonneville Power Administration Refinancing Act) are incorporated in their entirety and hereby made a part of this Tariff.  
  
*[Only include sections 11 and 13 if the Service Agreement is with a Direct Service Industrial Customer. Only include Section 12 and Exhibit C if the Service Agreement is with a Direct Service Industrial Customer with an aluminum smelter load.]*
11. The Transmission Provider shall not modify the definition of Eligible Customer under the Tariff or any successor tariff to exclude the Transmission Customer as an Eligible Customer (or to the extent that the PTP-02 or NT-02 rate schedules or any successor rate schedules are generally available to other transmission customers, modify such schedules so that they are not available to the Transmission Customer), unless the Commission or a court of competent jurisdiction issues an opinion or order holding that the Transmission Provider's Direct Service Industrial (DSI) customers are not eligible under then applicable Federal law to purchase Transmission Service from the Transmission Provider. This obligation shall survive any termination or expiration of this Service Agreement, unless the Commission or a court of competent jurisdiction issues an opinion or order holding that the Transmission Provider's DSI customers are not eligible under then applicable Federal law to purchase Transmission Service from the Transmission Provider. For purposes of this section 11, "Eligible Customer" means Eligible Customer with respect to Transmission Service that is an amount not to exceed that which is available under section 13 of this agreement and that is for the uses specified in section 13.
12. Provisions concerning Stability Reserves are hereby incorporated as Exhibit C. This Exhibit C shall not be modified except by mutual agreement of the Parties. The Transmission Customer agrees to provide Stability Reserves for the term of this Service Agreement, and for the term of any transmission service that the Transmission Provider provides the Transmission Customer under any other agreement, if the Transmission Customer submitted the request for transmission service for such transaction or under such agreement prior to the date on which other end-use customers become eligible for the same or comparable Transmission Provider transmission service over the Transmission Provider's facilities without a requirement that they provide Stability Reserves. This obligation shall survive any termination or expiration of this Service Agreement.
13. Upon determining that a request by the Transmission Customer for Firm PTP Transmission Service meets the requirements of this Service Agreement and the Tariff in effect and applicable to new service requests, the Transmission Provider shall offer to incorporate the Statement of Specifications for the requested service into Exhibit A. The Transmission Customer's rights to service under the Tariff are limited to the amount of power it could have purchased from the Bonneville Power Administration under subsection 5(a) of its 1981 Power Sales Contract (hereinafter referred to as Contract Demand), plus the megawatts for transmission losses (a.k.a.

real power losses) associated with such Contract Demand; provided, that for purposes of this Service Agreement, upon the Transmission Customer's request, and if transmission capacity is available, the Reserved Capacity shall be increased to reflect the increase in Contract Demand to which the Transmission Customer would have been entitled under subsection 5(d), Technological Allowances, of the 1981 Power Sales Contract if the Transmission Customer's Power Sales Contract (and all other DSI power sales contracts) were in effect as of the date of the Transmission Customer's request; provided further, that for purposes of this Service Agreement, the Transmission Customer's Contract Demand shall not be reduced by any termination under section 2 of the 1981 Power Sales Contract. The PTP Transmission Service made available to the Transmission Customer under this Agreement shall be used for delivery of power and energy to the Transmission Customer's production facilities for consumption; provided that the Transmission Customer may assign unused transmission capacity rights to other Eligible Customers. The assignee of such rights shall not be obligated by such assignment to provide Stability Reserves to the Transmission Provider unless the assignee is a DSI Customer of the Transmission Provider, or unless the assignee uses such rights to deliver power to a DSI customer of the Transmission Provider, in which case the Transmission Customer shall include in the instrument of assignment a provision requiring the assignee to provide Stability Reserves to the Transmission Provider up to the amount of the capacity rights assigned. The Transmission Customer may accept an assignment of a PTP agreement and/or Reserved Capacity from any other Eligible Customer, provided that if the Transmission Customer uses such assigned agreement and/or capacity to transmit non-Federal power, Exhibit C shall apply to such transmission, and provided further that the sum of the Transmission Customer's Reserved Capacity under this Service Agreement, the Reserved Capacity under all Service Agreements of which it has accepted assignment, and the Reserved Capacity of which it has accepted assignment shall not exceed Contract Demand plus the megawatts for transmission losses associated with such Contract Demand.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

**CUSTOMER NAME**

UNITED STATES OF AMERICA  
Department of Energy  
Bonneville Power Administration

By: \_\_\_\_\_ By: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_  
(Print/Type) (Print/Type)

Title: \_\_\_\_\_ Title: Transmission Account Executive

Date: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT A  
SPECIFICATIONS FOR LONG-TERM  
FIRM POINT-TO-POINT TRANSMISSION SERVICE**

**1.0 Term of Transaction:**

Start Date: at 2400 hours on *[insert date, ex. September 30, 2003]*.  
Termination Date: at 2400 hours on *[insert date, ex. September 30, 2003]*.

**2.0 Description of capacity and energy to be transmitted by Transmission Provider:**

Delivering Party (Resource)	POR Name & Voltage	POR Control Area	Reserved Capacity (kW)		POD Name & Voltage	POD Control Area	Reserved Capacity (kW)	Receiving Party
Total Reserved Capacity								

**3.0 Point(s) of Receipt:**

(a) *[Insert Name]* Substation

**Location:**

**Voltage:** kV

**Dynamic Schedule:** *[Use only if it applies]* The resource at this POR will utilize a [one-way dynamic schedule / two-way dynamic schedule. *(Choose one)*]

#### 4.0 Point(s) of Delivery:

- (a) **Description of Points of Delivery** *[If there are no transfer points of delivery subparagraph (b) below, delete this heading and start (a) with the "Name of Point of Delivery"]*

- (1) **[Insert the name of Point of Delivery]:**

**Location:**

**Voltage:**

**Metering:**

**Metering Loss Adjustment:** *[Use only if adjustment applies]* The Transmission Provider will adjust for losses between the Transmission Customer's Point of Delivery and point of metering. Such adjustments shall be specified in written correspondence between the Transmission Provider and the Transmission Customer.

**Dynamic Schedule:** *[Use only if it applies]* The load at this POD shall be served via a [one-way dynamic schedule / two-way dynamic schedule. **(Choose one)**]

**Exceptions:** *[List any exceptions that apply, if none - delete]*

- (b) For purposes of this section 4(b), the following definitions shall apply:

"Name of Transfer Point" means the point where the Transmission Provider delivers power to the intervening system.

"Point of Receipt from Intervening System" means the point where the Transmission Provider or a third party receives power from the intervening system prior to delivery of power to the Point of Delivery.

- (1) **[Insert the Name of Transfer Point]:** *[List Point of Replacement here]*

**Location:**

**Voltage:**

**The Transmission Provider's Point of Receipt from Intervening System:**  
*[Include only if applicable]*

**Transmission Customer Point of Delivery and Point of Metering:** *[List the locations where the Transmission Customer takes final delivery of power from the transferor. If the point of metering is different than the point of delivery, list point of metering under a separate heading]*

**Metering Loss Adjustment:** *[Use only if adjustment applies, if none - delete]*

**Exception:** *[List any exceptions that apply, if none - delete]*

*[Customer specific information shall be provided in sections 5.0 -8.0]*

**5.0 Maximum amount of capacity and energy to be transmitted (Reserved Capacity):**

**6.0 Designation of party(ies) subject to reciprocal service obligation:**

**7.0 Names of any Intervening Systems providing Transmission Service:**

**8.0 Service under this Agreement may be subject to some combination of the charges detailed below. (The appropriate charges for transactions will be determined in accordance with the terms and conditions of the Tariff.)**

8.1 Transmission Charge: *[all applicable charges or discounts shall be identified.]*

8.2 System Impact and/or Facilities Study Charge(s):

8.3 Direct Assignment Facilities Charges:

8.4 Ancillary Service Charges:

**EXHIBIT B  
NOTICES**

**1. NOTICES RELATING TO PROVISIONS OF THE SERVICE AGREEMENT**

Any notice or other communication related to this Service Agreement, other than notices of an operating nature (section 2 below), shall be in writing and shall be deemed to have been received if delivered in person, First Class mail, by telefax or sent by acknowledged delivery.

**If to the Transmission Customer:**

Customer Name  
Address  
City State  
Attention: [Name of Customer Contact]  
Title:  
Phone: ( ) \_\_\_\_-\_\_\_\_  
Fax: ( ) \_\_\_\_-\_\_\_\_

**If to the Transmission Provider:**

Bonneville Power Administration  
P. O. Box 491  
Vancouver, WA 98666-0491  
Attention: Transmission Account Executive  
for [Customer Name] - TM-Ditt2  
Phone: (360) 418-\_\_\_\_  
Fax: (360) 418-\_\_\_\_

**2. NOTICES OF AN OPERATING NATURE**

Any notice, request, or demand of an operating nature by the Transmission Provider or the Transmission Customer shall be made either orally or in writing by telefax or sent by First Class mail or acknowledged delivery.

**If to the Transmission Customer:**

Customer Name  
Address  
City State  
Attention: [Name of Customer Contact]  
Title:  
Phone: ( ) \_\_\_\_-\_\_\_\_  
Fax: ( ) \_\_\_\_-\_\_\_\_

**If to the Transmission Provider:**

Bonneville Power Administration  
Address  
City State  
Attention: [Name of Contact]  
Title:  
Phone: ( ) \_\_\_\_-\_\_\_\_  
Fax: ( ) \_\_\_\_-\_\_\_\_

**3. SCHEDULING AGENT**

The Transmission Customer has designated the following scheduling agent.

Scheduling Agent Name  
Address  
City State  
Attention: [Name of Contact]  
Title:  
Phone: ( ) \_\_\_\_-\_\_\_\_  
Fax: ( ) \_\_\_\_-\_\_\_\_  
Function(s):

**EXHIBIT C  
STABILITY RESERVES**  
[Applies only to DSI customers with an aluminum smelter load]

The Transmission Customer shall provide Stability Reserves up to the Reserved Capacity for Transmission Services provided pursuant to this Service Agreement.

**1. DEFINITIONS**

- (a) "Event" is a system condition that results in the need for Stability Reserves. The beginning of an event shall be identified by a transfer trip or other signal from Transmission Provider to the Transmission Customer restricting delivery of energy under this Service Agreement. The end of the Event shall be identified by the Transmission Provider dispatcher's notification to the Transmission Customer that transmission of all energy to which the Transmission Customer is entitled under this Service Agreement has been restored, or notice to the Transmission Customer that service to the Transmission Customer's load will continue to be fully or partially restricted for reasons other than Transmission Provider Stability Reserves rights under this Service Agreement. Notwithstanding the foregoing, the Event will end (subject to reinstatement as provided herein) when an undervoltage or underfrequency load shedding signal is received by the Transmission Customer and, if such undervoltage or underfrequency load shedding signal is received by the Transmission Customer prior to Event Minute 3, then the entire Event shall be deemed an event of force majeure.

The Event shall be reinstated and continue as follows:

- (1) If the Event Duration was 5 Event Minutes or less, then the Event shall be reinstated if Transmission Provider restricts deliveries to the Transmission Customer pursuant to its Stability Reserve rights within 2 hours or less of the last Event Minute;
- (2) If the Event Duration was more than 5 Event Minutes but not more than 15 Event Minutes, then the Event shall be reinstated if Transmission Provider restricts deliveries to the Transmission Customer pursuant to its Stability Reserve rights within 4 hours or less of the last Event Minute;
- (3) If the Event Duration was more than 15 Event Minutes but not more than 22 Event Minutes, then the Event shall be reinstated if Transmission Provider restricts deliveries to the Transmission Customer pursuant to its Stability Reserve rights within 6 hours or less of the last Event Minute;
- (4) If the Event Duration was more than 22 Event Minutes, then the Event shall be reinstated if Transmission Provider restricts deliveries to the Transmission Customer pursuant to its Stability Reserve rights within 8 hours or less of the last Event Minute.
- (b) "Event Duration" shall be the total cumulative Event Minutes of the Event.
- (c) "Event Minute" shall be the minutes of restriction (or any portion thereof) during an Event. If Transmission Provider restricts less than its full entitlement in any Event

Minute, then for purposes of defining the Event, the Event Minutes and Event Duration, Transmission Provider shall be deemed to have restricted the entire amount of energy wheeled under this Service Agreement.

- (d) "Material Plant Damage" means the inability of the Transmission Customer to resume industrial production at all or any portion of its plant because of damage to plant production facilities resulting from a restriction; for example, the inability to resume electrolysis in one or more pots without rebuilding or substantially repairing such pot(s).
- (e) "Restricted Energy" means energy not made available to the Transmission Customer hereunder because of an Event.
- (f) "Stability Reserves" are those reserves, provided by the Transmission Customer under this Service Agreement, that are necessary to ensure the stability of the Federal Columbia River Transmission System against losses of transmission facilities pursuant to the schemes in section 10 or any additional scheme(s) adopted pursuant to section 7 of this exhibit.

## 2. AMOUNT OF STABILITY RESERVES

When necessary to provide Stability Reserves, Transmission Provider may restrict deliveries of energy wheeled under this Service Agreement to the Transmission Customer's aluminum smelter load (which shall not include wheel turning loads) pursuant to the schemes listed in section 10 of this exhibit and to the Transmission Customer's other loads under any additional or extended scheme(s) adopted pursuant to section 7 of this exhibit, for Stability Reserves in the following manner:

- (a) up to 100 percent of the Transmission Customer's energy subject to restriction under this Service Agreement for a period of up to 30 Event Minutes per Event;
- (b) provided, that Transmission Provider shall have the sole right to determine whether to restrict all or part of the Transmission Customer's energy subject to restriction hereunder, when an Event occurs.

For accounting purposes, the Transmission Customer's wheel turning load shall be deemed to be served by all of the Transmission Customer's energy suppliers (whether the sale is made directly to the Transmission Customer at its production facility or whether the sale is made at a remote point and the energy is wheeled to the Transmission Customer's production facility), in proportion to the total annual amounts of energy purchased from each such supplier; provided, that if the wheel turning load is served exclusively by a supplier other than Transmission Provider who contracted specifically to provide such wheel turning service, such wheel turning load shall be excluded from the allocation.

Notwithstanding any other provision of this Service Agreement, Transmission Provider shall use its best efforts to end an Event as soon as possible, and the Transmission Customer agrees to cooperate in development of mechanisms that will enhance Transmission Provider's ability to notify the Transmission Customer of the end of an Event.

Notwithstanding any other provision of this Service Agreement, including the breach and damages provisions, Transmission Provider shall have no contractual right under this Service Agreement which would cause the Transmission Customer to incur Material Plant Damages; provided, Transmission Provider shall not be liable for equitable relief or damages for such

Material Plant Damage occurring within 45 Event Minutes or less of an Event pursuant to a Stability Reserve scheme listed in section 10 [*Stability Reserve Schemes*] of this exhibit or adopted pursuant to section 7 of this exhibit.

## 3. COMPENSATION FOR STABILITY RESERVES

- (a) For the right to restrict and for any restrictions provided pursuant to subsection (b) for the schemes listed in section 10 of this exhibit, Transmission Provider shall pay the Transmission Customer a "Reservation Fee" and a "Use Fee".

The Reservation Fee shall be \$0.20 per kilowatt-year for an amount equal to the Transmission Customer's Reserved Capacity.

The Use Fee shall be 50 mills/kWh of Restricted Energy during Event Minutes 1 through 15 (or any portion thereof) of an Event; and 100 mills/kWh of Restricted Energy during the Event Minutes 16 through 30 (or any portion thereof) of an Event.

- (b) If the Transmission Customer's load is not connected to a scheme specified in section 10 of this exhibit, or additional or extended scheme adopted pursuant to section 7 of this exhibit, Transmission Provider shall have no obligation to pay for Stability Reserves.
- (c) The charges specified in this subsection shall not have any precedential effect for the purpose of determining reasonable Stability Reserve compensation under other agreements, or for determining reasonable Stability Reserve compensation for additional or extended scheme(s) adopted pursuant to section 7 of this exhibit. Neither Party shall introduce as evidence of reasonable compensation this Service Agreement or anything herein related to the compensation for Stability Reserves in Transmission Provider's rate cases or similar forums or in a proceeding under section 7.
- (d) Transmission Provider's payment obligation hereunder shall not include payment for restrictions under events of force majeure or under rights provided by other agreements. Such restrictions include those restrictions associated with force majeure which cause undervoltage and underfrequency load shedding, future similar schemes of last resort, and outages of transmission facilities required for service hereunder.

## 4. LIQUIDATED DAMAGES

The Parties acknowledge that restrictions beyond those allowed by this Service Agreement may result in damage to and lost production by the Transmission Customer's aluminum reduction facilities prior to Material Plant Damage, which is difficult to quantify. If the Event Duration exceeds 30 Event Minutes, then Transmission Provider shall be liable to the Transmission Customer as follows:

- (a) 200 mills/kWh of Restricted Energy during Event Minutes 31 through 45 (or portion thereof) of an Event;
- (b) 400 mills/kWh of Restricted Energy during Event Minutes (or portion thereof), after Event Minute 45 of an Event;
- (c) provided, that in lieu of (b) above and at the Transmission Customer's option, if the Event Duration exceeds 45 Event Minutes, and the Transmission Customer incurs, in its

determination, Material Plant Damage as a direct result of the restriction, then as to the portion of its production facilities that suffers Material Plant Damage, Transmission Provider and the Transmission Customer agree that these damages can be reasonably quantified and, therefore, for that portion of its production facilities, the Transmission Customer may recover actual damages (excluding only lost production and lost profits) pursuant to section 4 of this exhibit; but such actual damages shall not exceed \$30 per kW of plant production facilities suffering Material Plant Damage. The liquidated damages charges in (a) and (b), above, shall continue to apply to that portion of the Transmission Customer's load which does not suffer Material Plant Damage. For purposes of this calculation, the Material Plant Damage shall be deemed to occur at the beginning of Event Minute 46.

## 5. STORAGE

During a period of restriction under section 2 of this exhibit, during any further restriction of deliveries in breach of this Service Agreement, and during the period of the Transmission Customer's inability to take delivery due to such breach, all of the Transmission Customer's energy scheduled and delivered to the Transmission Provider under this Service Agreement shall be deemed stored, at no charge, and shall not be spilled. Subject to transmission availability, Transmission Provider shall deliver such energy on demand to the Transmission Customer's facilities or to another entity for resale at no charge other than the transmission charge provided herein. The Transmission Customer shall take from storage all such energy prior to purchasing any additional energy required to recover from the Event. If the Transmission Customer does not take the energy from storage within 48 hours of the end of the Event, the Transmission Provider's obligation to return such energy shall terminate.

## 6. CONFIDENTIALITY

The Parties agree that all material related to plant technology, plant operations or to proving damages which is submitted by the Transmission Customer to the Transmission Provider, the arbitrator or any other party in any proceeding under section 12 of the Tariff is confidential. The Parties shall jointly request a protective order from the arbitrator: (a) preserving the confidentiality of such material; (b) limiting its use to such proceeding; and (c) requiring its return to the Transmission Customer at the conclusion of the proceeding. The Transmission Provider agrees not to voluntarily disclose any such information outside the agency, and agrees to restrict access to and use of such information to employees necessary to and for purposes associated only with the conduct of such proceeding.

## 7. ADDITIONAL STABILITY RESERVE SCHEMES

To the extent the Transmission Provider determines:

- (a) the need for additional Stability Reserve scheme(s) not listed in section 10 of this exhibit that would restrict, at a frequency and duration similar to the schemes listed in section 10, the energy subject to restriction under this Service Agreement; and
- (b) the need to apply Stability Reserve schemes listed in section 10 and additional Stability Reserve scheme(s) to energy wheeled under this Service Agreement to non-aluminum DSIs, or
- (c) the need for modifications to the elements of schemes listed in section 10 of this exhibit that would significantly change the expected frequency or duration of restrictions, then:
  - (1) the Transmission Provider shall consult with the Transmission Customer on the

need for operational characteristics as they affect the Transmission Customer, and compensation for such scheme(s), and;

- (2) the Transmission Provider shall consider alternative methods and costs, including purchases from non-DSIs, for obtaining such additional reserves.

The Transmission Customer agrees to cooperate in the development of such scheme(s) and shall not unreasonably withhold its consent to implementation of such scheme(s).

## 8. MAKE UP TRANSMISSION

When an Event ends, the Transmission Provider shall permit, subject to Available Transmission Capacity, without additional demand or Unauthorized Increase charges, short-term, non-recurring demand overruns of the Transmission Customer's Reserved Capacity not to exceed an amount necessary to restore the Transmission Customer's facilities to normal operating conditions.

## 9. ANNUAL ADJUSTMENTS AFTER OCTOBER 1, 1995

Subsequent to October 1, 1995, on the effective date of any IP Premium or successor rate adjustment thereafter, the fees and charges (SRC<sub>x</sub>) identified in section 3 and section 4 of this exhibit shall be adjusted as follows:

$$SRC_x = \frac{SRC \text{ base} * IP\text{-New}}{IP\text{-93}}$$

where SRC<sub>x</sub> = Each of the stability reserve fees identified in section 3 and charges identified in section 4 of this exhibit, as adjusted hereunder, to be effective on the effective date of any IP or successor rate adjustment on or after October 1, 1995.

$$SRC \text{ Base} = \text{The stability reserve fees as specified in section 3 and the changes as specified in section 4 of this exhibit.}$$

$$IP\text{-New} = \text{Each newly adjusted average IP Premium rate or successor rate effective after October 1, 1995, in mills per kWh. Such IP Premium or successor rate shall be calculated at a load factor of 90 percent, and assuming a uniform demand in all months. If there is more than one IP Premium or successor rate, the average shall be determined by a weighting based on forecasted sales in the relevant rate case.}$$

IP-93                    =        The average IP Premium rate in effect on October 1, 1993, in mills per kWh. Such average IP Premium rate shall be calculated at a load factor of 90 percent and assuming a uniform demand in all months. If there is more than one IP or successor rate, the average shall be determined by a weighting based on forecasted sales in the relevant rate case.

**10. STABILITY RESERVE SCHEMES**

The applicable Stability Reserve Schemes are the following:

Import Contingency Load Tripping Schemes: The Remedial Action Scheme for the loss of the AC Intertie and Remedial Action Scheme for the loss of the DC Intertie.

**ATTACHMENT B**

**Form Of Service Agreement For**

**Non Firm Point-To-Point Transmission Service**

(Intentionally Omitted)



## **ATTACHMENT C**

### **METHODOLOGY TO ASSESS AVAILABLE TRANSMISSION CAPABILITY**

#### **Available Transfer Capability (ATC) Management**

The Transmission Provider will compute ATC consistent with applicable Commission, NERC, and WSCC criteria, including the WSCC document "Determination of Available Transfer Capability within the Western Interconnection" or its successor. The Transmission Provider may require the Transmission Customer to submit forecasts of loads and/or generation receiving transmission service under this Tariff and/or schedules receiving transmission service under this Tariff, which are reasonably necessary to enable the Transmission Provider to compute ATC. The Transmission Provider's specific ATC methodology will be posted on its OASIS and may be modified from time to time.

Constraints on paths internal to the Transmission System may require the Transmission Provider to post and manage ATC over those paths. This may require the Transmission Provider to use a zonal approach in the implementation of this Tariff, including, but not necessarily limited to, ATC calculations, reservations, scheduling, Curtailments, and redispatch.

Unused (i.e., "unscheduled") Reserved Capacity may be sold only as non-firm transmission.

## **ATTACHMENT D**

### **Methodology for Completing a System Impact Study**

To be filed by the Transmission Provider on or before October 1, 2001, subject to Transmission Customer's right to contest such attachment pursuant to section 12.

**ATTACHMENT E**  
**Index Of Point-To-Point Transmission Service Customers**

Date of Customer Service Agreement

**ATTACHMENT F**  
**Service Agreement For Network Integration Transmission Service**

**SERVICE AGREEMENT**  
**for**  
**NETWORK INTEGRATION**  
**TRANSMISSION SERVICE**  
**executed by the**  
**UNITED STATES OF AMERICA**  
**DEPARTMENT OF ENERGY**  
**acting by and through the**  
**BONNEVILLE POWER ADMINISTRATION**  
**and**  
**FULL NAME OF CUSTOMER**

1. This Service Agreement, dated as of \_\_\_\_\_, is entered into, by and between the Bonneville Power Administration Transmission Business Line (the "Transmission Provider") and [Customer Name] (the "Transmission Customer").
2. The Transmission Customer has been determined by the Transmission Provider to have a Completed Application for Network Integration Transmission Service under the Tariff.
3. The Transmission Customer has provided to the Transmission Provider an Application deposit, unless such deposit has been waived by the Transmission Provider, for Transmission Service in accordance with the provisions of Section 29.2 of the Tariff.
4. Service under this agreement shall commence on the later of (1) the requested Service Commencement Date, or (2) the date on which construction of any Direct Assignment Facilities and/or Network Upgrades are completed. Service under this agreement shall terminate on such date as mutually agreed upon by the parties.
5. The Transmission Provider agrees to provide and the Transmission Customer agrees to pay for Network Integration Transmission Service in accordance with the provisions of Part III of the Tariff and this Service Agreement.
6. Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated in Exhibit B.
7. The Tariff is incorporated herein and made a part hereof.

8. This Service Agreement shall be interpreted, construed, and enforced in accordance with Federal law.
9. This Service Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.
10. *[Customer Option]* The Transmission Customer and the Transmission Provider agree that provisions of Section 3201(i) of Public Law 104-134 (Bonneville Power Administration Refinancing Act) are incorporated in their entirety and hereby made a part of this Tariff.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

**CUSTOMER NAME**

UNITED STATES OF AMERICA  
Department of Energy  
Bonneville Power Administration

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print/Type)

Name: \_\_\_\_\_  
(Print/Type)

Title: \_\_\_\_\_

Title: Transmission Account Executive

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A  
SPECIFICATIONS FOR  
NETWORK INTEGRATION TRANSMISSION SERVICE**

**1.0 Term of Transaction:**

Start Date: at 2400 hours on *[insert date, ex. September 30, 2003]*.  
Termination Date: at 2400 hours on *[insert date, ex. September 30, 2003]*.

**2.0 Network Resources:**

(a) **Generation Owned by the Transmission Customer:**

Resource	Reserved Capacity (MW)	Capacity Designated as Network Resource	Control Area	Scheduling Agent

(b) **Power Purchased by the Transmission Customer:**

Source (Contract No.)	Reserved Capacity (MW)	Control Area (Delivered From)	Scheduling Agent

(c) **Total Network Resources equals 2(a) + 2(b)**

**3.0 Point(s) of Receipt:**

(a) *[Insert Name]* Substation

**Location:**

**Voltage:** kV

**Dynamic Schedule:** *[Use only if it applies]* The resource at this POR will utilize a [one-way dynamic schedule / two-way dynamic schedule. *(Choose one)*]

#### 4.0 Point(s) of Delivery:

- (b) **Description of Points of Delivery** *[If there are no transfer points of delivery subparagraph (b) below, delete this heading and start (a) with the "Name of Point of Delivery"]*

- (1) **[Insert the name of Point of Delivery]:**

**Location:**

**Voltage:**

**Metering:**

**Metering Loss Adjustment:** *[Use only if adjustment applies]* The Transmission Provider will adjust for losses between the Transmission Customer's Point of Delivery and point of metering. Such adjustments shall be specified in written correspondence between the Transmission Provider and the Transmission Customer.

**Dynamic Schedule:** *[Use only if it applies]* The load at this POD shall be served via a [one-way dynamic schedule / two-way dynamic schedule. **(Choose one)**]

**Exceptions:** *[List any exceptions that apply, if none - delete]*

- (b) For purposes of this section 4(b), the following definitions shall apply:

"Name of Transfer Point" means the point where the Transmission Provider delivers power to the Intervening System.

"Point of Receipt from Intervening System" means the point where the Transmission Provider or a Third Party receives power from the Intervening System prior to delivery of power to the Point of Delivery.

- (1) **[Insert the Name of Transfer Point]:** *[List Point of Replacement here]*

**Location:**

**Voltage:**

**The Transmission Provider's Point of Receipt from Intervening System:**  
*[Include only if applicable]*

**Transmission Customer Point of Delivery and Point of Metering:** *[List the locations where the Transmission Customer takes final delivery of power from the transferor. If the point of metering is different than the point of delivery, list point of metering under a separate heading]*

**Metering Loss Adjustment:** *[Use only if adjustment applies, if none - delete]*

**Exception:** *[List any exceptions that apply, if none - delete]*

#### 5.0 Network Load:

The Application provides the Transmission Customer's initial annual load and resource information. Annual load and resource information updates shall be submitted to the Transmission Provider at the address specified in Exhibit B, by September 30 of each year, unless otherwise agreed to by the Parties.

*[Customer specific information shall be provided in sections 5.0 –9.0]*

#### 6.0 Designation of party(ies) subject to reciprocal service obligation:

#### 7.0 Names of any Intervening Systems providing Transmission Service

#### 8.0 Service under this Agreement may be subject to some combination of the charges detailed below. (The appropriate charges for transactions will be determined in accordance with the terms and conditions of the Tariff.)

- 8.1 Transmission Charge:
- 8.2 System Impact and/or Facilities Study Charge(s):
- 8.3 Direct Assignment Facilities Charges:
- 8.4 Ancillary Service Charges:

#### 9.0 Declared Customer-Served Load:

- (a) Declared Customer-Served Load (CSL) is the monthly amount in megawatts of the Transmission Customer's Network Load that the Transmission Customer elects not to serve under this Service Agreement.
- (c) Where a Transmission Customer's Network Load is served pursuant to a transmission agreement between the Transmission Provider and a third party (which is not the Transmission Customer), in order for such load to qualify as a declared CSL, such transmission contract must be for Firm Transmission Service of at least one month to the Transmission Customer's system, and must include a point of delivery at the Transmission Customer's system. The amount of such load which will be treated as a declared CSL is limited to the demand amounts at the point of delivery set forth in such transmission agreement.
- (c) Identify for all CSL: *[If Transmission Customer has a Canadian Storage Power Exchange (CSPE) agreement, list the contract no. only.]*

- (1) **[Insert the name of Resource #1]**

- (A) Amount: (monthly kW) **[Include amounts by month for five years]**
- (B) Supplied by: (Transmission Supplier)(If BPA: Contract No. 97TX-xxxxx)
- (C) Control Area Delivered From:
- (D) Primary point of delivery on (Transmission Customer) system:

**EXHIBIT B  
NOTICES**

**1. NOTICES RELATING TO PROVISIONS OF THE SERVICE AGREEMENT**

Any notice or other communication related to this Service Agreement, other than notices of an operating nature (section 2 below), shall be in writing and shall be deemed to have been received if delivered in person, First Class mail, by telefax or sent by acknowledged delivery.

**If to the Transmission Customer:**

Customer Name  
Address  
City State  
Attention: [Name of Customer  
Contact]  
Title:  
Phone: ( ) \_\_\_\_-\_\_\_\_  
Fax: ( ) \_\_\_\_-\_\_\_\_

**If to the Transmission Provider:**

Bonneville Power Administration  
P. O. Box 491  
Vancouver, WA 98666-0491  
Attention: Transmission Account  
Executive for [Customer Name] - TM-  
Ditt2  
Phone: (360) 418-\_\_\_\_  
Fax: (360) 418-\_\_\_\_

**2. NOTICES OF AN OPERATING NATURE**

Any notice, request, or demand of an operating nature by the Transmission Provider or the Transmission Customer shall be made either orally or in writing by telefax or sent by First Class mail or acknowledged delivery.

**If to the Transmission Customer:**

Customer Name  
Address  
City State  
Attention: [Name of Customer Contact]  
Title:  
Phone: ( ) \_\_\_\_-\_\_\_\_  
Fax: ( ) \_\_\_\_-\_\_\_\_

**If to the Transmission Provider:**

Bonneville Power Administration  
Address  
City State  
Attention: [Name of Contact]  
Title:  
Phone: ( ) \_\_\_\_-\_\_\_\_  
Fax: ( ) \_\_\_\_-\_\_\_\_

**3. SCHEDULING AGENT**

The Transmission Customer has designated the following scheduling agent.

Scheduling Agent Name  
Address  
City State  
Attention: [Name of Contact]  
Title:  
Phone: ( ) \_\_\_\_-\_\_\_\_  
Fax: ( ) \_\_\_\_-\_\_\_\_  
Function(s):

**ATTACHMENT G**

**Network Operating Agreement**

**1. PURPOSE OF NETWORK OPERATING AGREEMENT**

The purpose of this Agreement is to identify contractual requirements related to Network Integration Transmission Service over the Transmission Provider's Transmission System. The parties to this agreement (Parties) agree to adhere to Good Utility Practice, including all applicable reliability criteria as observed in the region.

(a) This Agreement requires the Parties to recognize that:

- (1) The Transmission Provider's Transmission System is directly or indirectly interconnected with transmission systems owned or operated by others;
- (2) The flow of power and energy between such systems shall be controlled by the physical and electrical characteristics of the facilities involved and the manner in which they are operated; and
- (3) Part of the power and energy being delivered under these Provisions may flow through such other systems rather than through the Transmission Provider facilities. The Parties shall determine methods and take appropriate actions to assure capability for delivery of power and energy at the points of receipt and delivery, and at additional or alternate points of receipt and delivery as established by the Parties.

(b) The Parties shall:

- (1) Operate and maintain equipment<sup>1</sup> necessary for interconnecting the Transmission Customer with the Transmission Provider's Transmission System.
- (2) Transfer data<sup>2</sup> between their respective control centers as required to maintain reliability of the Transmission System.
- (3) Use software programs required for data links and constraint dispatching.
- (4) Exchange data on forecasted loads and resources necessary for planning and operation.

<sup>1</sup> Necessary equipment includes, but is not limited to, remote terminal units, metering, communications, telemetering, and relaying equipment.

<sup>2</sup> Data may include, but is not limited to, data pertaining to instantaneous Spinning and Non-Spinning Operating Reserves, heat rates, fuel costs, and operational characteristics of Network Resources, generation schedules for Network Resources, interchange schedules, unit outputs for redispatch, voltage schedules, flows of real and reactive power, loss factors, switch status, breaker status, megawatt (MW)/megaVAr flow on lines, bus voltages, transformer taps and other Supervisory Control and Data Acquisition System (SCADA) and real-time data.

- (5) Address other technical and operational considerations required for Tariff implementation, including scheduling protocols.

**2. TERM**

This Attachment shall remain effective through the term of the Service Agreement.

**3. ADMINISTRATION OF THE PROVISIONS**

In the event of any irreconcilable differences between this Tariff and this Attachment, the language of this Tariff shall govern.

**4. NOTICE**

Notices or requests made by either Party regarding these provisions shall be made to the representative of the other Party as indicated in the Service Agreement.

**5. DEFINITIONS**

Unless otherwise defined herein, capitalized terms refer to terms defined in this Tariff or in the Rate Schedules.

- (a) Automatic Generation Control (AGC)  
The real-time control scheme used by all Control Areas to meet the NERC requirement that Control Areas continually adjust generation, as necessary and within predetermined limits, to meet Control Area load requirements and scheduled interchange commitments and its obligation to support interconnected frequency.
- (b) Effective Control Action (ECA)  
An action which results in a specific mitigating response at a location(s) in the power system related to the disturbances of concern, thereby providing acceptable power system performance.
- (c) Hourly Data Reported Hourly (HDRH)  
Hourly kilowatthour (kWh) and kilovarhour (kVARh) data provided to the Transmission Provider at the end of each hour. HDRH is taken from sources such as the interchange kWh system.
- (d) Hourly Data Reported Monthly (HDRM)  
Hourly kWh and kVARh data provided at least monthly to the Transmission Provider. HDRM is taken from sources such as the Revenue Metering System.
- (e) Operating Reserves  
The sum of Contingency Reserves and Regulating Reserves plus any on-demand obligations plus any reserves required for interruptible imports.
- (f) Operational Constraints  
Limitations on the ability of the Transmission System to operate due to any system emergency, loading condition, or maintenance outage on the Transmission Provider facilities, or on facilities of an interconnected utility, that make it prudent to reduce Transmission System loadings, whether or not all facilities are in service.

- (g) Technical Requirements for the Connection of Transmission Lines and Loads  
The detailed technical requirements generally applied to all new or modified line or load connections regardless of type or size, and posted on the Transmission Provider's OASIS located at the following Internet URL address:

[http://www.nwoasis.org/opi/system\\_news/index.shtml](http://www.nwoasis.org/opi/system_news/index.shtml), and as may be modified from time to time.

- (h) Remedial Action Schemes (RAS)  
Sets of fast automatic control actions employed to ensure acceptable power system performance following electrical disturbances as determined by the Transmission Provider power flows and/or stability studies. These may include generator dropping and load tripping.
- (i) Revenue Metering System (RMS)  
A data collection system that electronically measures hourly demand and energy quantities for both kilowatt (kW) and kiloVARS. The Transmission Provider uses this data on a HDRM basis.
- (j) Single Contingency  
The loss of a single generator, transmission line, transformer, bus section or DC monopole under any operating condition or anticipated mode of operation.
- (k) Technical Requirements for the Interconnection of Generation Resources  
The detailed technical requirements generally applied to all new or expanded generating resources, regardless of type or size, and posted on the Transmission Provider's OASIS located at the following Internet URL address:
- [http://www.nwoasis.org/opi/system\\_news/index.shtml](http://www.nwoasis.org/opi/system_news/index.shtml), and as may be modified from time to time.
- (l) Telemetry  
A data collection system that provides the Transmission Provider with kilowatt information on load, generation, and powerflow, on a continuous, instantaneous basis.
- (m) Transmission Customer Resource  
Any Transmission Customer-owned resource, regardless of resource location, and any Third Party (consumer or independent power producer) resource directly connected to the Transmission Customer's transmission or distribution system.

**6. INTERCONNECTED FACILITY REQUIREMENTS**

- (a) Ownership
- (1) Equipment or salvageable facilities owned by one Party and installed on the property of the other Party shall remain the property of the owner, except as noted in this Attachment.
- (2) A Party must identify its facilities installed on the other Party's property. Facilities include all movable equipment and other salvageable facilities which

said Party installed on the other Party's property. Ownership of facilities must be made by affixing permanent suitable markers with the owner's name. The Parties shall jointly prepare an itemized list of the aforementioned equipment.

- (3) Each Party agrees to be responsible for the cost of complying with all applicable Federal, State, and local environmental laws for its own facilities, regardless of where the facilities are located.

(b) Safety Design

The Transmission Provider requires clearance of equipment during maintenance, modification, and testing. Facility interconnections between the Transmission Provider and the Transmission Customer are to be designed and constructed to allow clearance of equipment using isolation devices. Isolation devices must produce a visible air gap between the energized facilities and the equipment to be worked on. Operating procedures associated with this interconnection must comply with the Transmission Provider's Accident Prevention Manual and also with the Transmission Customer's safety manual as specified in writing by the Transmission Customer.

(c) Access to Interconnected Facilities

- (1) Each Party agrees to grant permission to the other to enter its property to perform operations and maintenance, meter reading, inspection or removal of the other's equipment and facilities installed on the first Party's property.
- (2) In providing the above permission, the first Party waives no rights or remedies with respect to any injury, loss, or damage resulting from the other's activities on the first Party's property.

## 7. RESOURCE AND INTERCONNECTION PRINCIPLES AND REQUIREMENTS

(a) Remedial Action Schemes

- (1) The Transmission Customer may be required (at its cost), to provide or assure the provision of its pro rata share of RAS required to support the transmission capability of the transmission paths the Transmission Customer uses.
- (2) If the Transmission Customer is required to provide RAS, then the Transmission Provider and the Transmission Customer shall jointly plan and coordinate the implementation of the RAS. No Party shall unduly withhold consent regarding the implementation of the RAS. The Transmission Customer may implement the required RAS where it chooses on its system, as long as the required level of ECA is obtained. The level of reliability of the RAS design on the Transmission Customer's system shall be at least equal to the level of reliability employed in the design of the overall RAS required to support the transmission capability of the transmission path the Transmission Customer uses.

- (A) The Transmission Customer's contribution to the total operational responsibility for the RAS shall be the ratio of the Transmission Customer's usage of the Transmission Provider's share of the

transmission path, to the total rating of the Transmission Provider's share of the transmission path.

- (B) The Transmission Provider shall provide the appropriate control signals to the Transmission Customer.

- (C) The Transmission Customer shall provide the necessary equipment to receive and transmit control signals to and from its transmission, generation, and control center facilities to arm and initiate the appropriate ECA or actions determined by the Transmission Provider.

- (3) Additional information regarding RAS can be found in *The Technical Requirements for the Connection of Transmission Lines and Loads and the Technical Requirements for the Interconnection of Generation Resources* posted on the Transmission Provider's OASIS located at the following Internet URL address:

[http://www.nwoasis.org/opi/system\\_news/index.shtml](http://www.nwoasis.org/opi/system_news/index.shtml), and as may be modified from time to time.

(b) Operation of Resources

- (1) The Transmission Customer shall operate its generation resources that interconnect with the Transmission Provider's Transmission System or which are located in the Transmission Provider's Control Area in a manner consistent with Good Utility Practice, and the standards, criteria, and requirements of NERC, WSCC, NWPP, the Transmission Provider, and any applicable RTA.
- (2) The Transmission Customer shall pay the cost of necessary communications installations, and modification of the Transmission Provider's computer hardware and software, including accommodating the Transmission Customer's decisions to change Control Areas.
- (3) Any resources used by the Transmission Customer to meet its Operating Reserve obligations to the Transmission Provider's Control Area shall meet the same NERC, WSCC, NWPP, and other applicable requirements, practices, and procedures as the Transmission Provider's generating resources providing these same services including, AGC capability, reserve availability, ramp rate, governor response, random testing, and a monthly startup test.

(c) Interconnection With Third Parties

- (1) Each Party shall cooperate with other interconnected systems in establishing arrangements or mitigation measures to minimize operational impacts on the other Party's system.
- (2) Each Party recognizes that a Party's proposed new interconnection or modification of an existing interconnection between its system and the system of a Third Party, may cause adverse effects on the system of the other Party. The Party making such interconnection or modification shall minimize, or otherwise compensate for adverse operational impacts to the other Party's system.

(d) Interconnection with the Transmission Provider

- (1) The Transmission Customer shall plan, construct, operate, and maintain its facilities and system that interconnect with the Transmission Provider's Transmission System in accordance with Good Utility Practice, including, but not limited to, all applicable guidelines of NERC, WSCC, and NWPP, the Transmission Provider and any applicable RTA, and generally accepted regional practices.
- (2) Additional information regarding Interconnection Requirements can be found in *The Technical Requirements for the Connection of Transmission Lines and Loads and the Technical Requirements for the Interconnection of Generation Resources* posted on the Transmission Provider's OASIS located at the following Internet URL address:

[http://www.nwoasis.org/opi/system\\_news/index.shtml](http://www.nwoasis.org/opi/system_news/index.shtml), and as may be modified from time to time.

(e) Generation Integration

- (1) Resources connected directly to the Transmission Provider's Transmission System or which are in the Transmission Provider's Control Area are subject to compliance with the Transmission Provider's generation integration requirements, Good Utility Practice, and all applicable standards of NERC, WSCC, NWPP, the Transmission Provider and any applicable RTA, and any generally accepted regional practices that are adopted by the Transmission Provider.

All resources integrated into a Transmission Customer's system which, by virtue of their point of interconnection, are capable of energizing the Transmission Provider's facilities, must comply with safety requirements of the above standards, including those for relay protection, insulation coordination, switchgear and safety. This requirement typically applies to generators that are integrated into a system that is connected radially from a tapped Transmission Provider transmission line or Transmission Provider substation. With respect to other resources integrated into a Transmission Customer's network, all points of interconnection between the Transmission Provider and the Transmission Customer must be operated and maintained in a manner consistent with Good Utility Practice.

- (2) The Transmission Customer agrees to notify the Transmission Provider a minimum of eighteen (18) months prior to energization of a resource if such resource is expected to impact the Transmission Provider's Transmission System.

**8. CUSTOMER INFORMATION REQUIREMENT**

The Transmission Customer shall provide to the Transmission Provider load forecasts, generation forecasts, schedules, and any other information necessary to implement Curtailment, Load Shedding, and congestion management procedures, and for ATC computations when requested by the Transmission Provider.

**9. POWER QUALITY**

Requirements and information regarding Power Quality can be found in *The Technical Requirements for the Connection of Transmission Lines and Loads and the Technical Requirements for the Interconnection of Generation Resources* posted on the Transmission Provider's OASIS located at the following Internet URL address:

[http://www.nwoasis.org/opi/system\\_news/index.shtml](http://www.nwoasis.org/opi/system_news/index.shtml), and as may be modified from time to time.

**10. SERVICE INTERRUPTIONS**

(a) Temporary Load Shifts and Maintenance Notification.

- (1) The Parties may temporarily curtail, reduce, or shift deliveries of electric power if any such Party determines that such Curtailment, reduction, or load shift is necessary or desirable in case of system emergencies or operational constraints on the system of either Party, or to install equipment in, make repairs to, make replacement within, conduct investigations and inspections of, or perform other maintenance work on the Parties' facilities. To the extent reasonable or appropriate, the Parties shall use temporary facilities or equipment to minimize the effect of any such interruption, reduction, or load shift.
- (2) The Transmission Customer must submit a report concerning any such curtailment, reduction, or load shift on its transmission system to the Transmission Provider within four (4) days of such curtailment, reduction, or load shift. Reports may be made by telephone, mail, or other electronic processes. The point of contact for each Party shall be designated pursuant to the Service Agreement. On receipt of the Transmission Customer's report, the Transmission Provider shall adjust the Transmission Customer's billing determinants pursuant to the Transmission Provider's billing procedures. If the Transmission Customer does not submit the report within four (4) days of the curtailment, reduction, or load shift, the Transmission Provider shall assess charges based on available data.

- (b) Additional information regarding Service Interruptions can be found in *The Technical Requirements for the Connection of Transmission Lines and Loads and the Technical Requirements for the Interconnection of Generation Resources* posted on the Transmission Provider's OASIS located at the following Internet URL address:

[http://www.nwoasis.org/opi/system\\_news/index.shtml](http://www.nwoasis.org/opi/system_news/index.shtml), and as may be modified from time to time.

**11. EMERGENCY PLANNING AND OPERATION**

- (a) The Transmission Provider shall be responsible for planning, coordinating, and implementing emergency operation schemes. Examples of such schemes include the NWPP underfrequency Load Shedding program, the undervoltage Load Shedding program, and the system restoration plan. There may be additional schemes that meet the NWPP, WSCC, and RTA reliability planning objectives. If the Transmission Provider



identifies reliability objectives beyond the NWPP, WSCC, and RTA objectives, they shall be communicated to the Transmission Customer(s). The need to identify additional objectives may involve anticipated reduction in system restoration time following blackout or brownout emergencies.

- (b) The Transmission Customer shall:
- (1) participate in the development and implementation of Load Shedding programs for system security;
  - (2) install and maintain the required Load Shedding relays, including underfrequency and undervoltage relays; and
  - (3) participate in system restoration planning. Disputes with any of the requirements specified by the Transmission Provider shall be resolved through the dispute resolution process described in the Tariff.
- (c) Additional information regarding Emergency Planning and Operation can be found in *The Technical Requirements for the Connection of Transmission Lines and Loads and the Technical Requirements for the Interconnection of Generation Resources* posted on the Transmission Provider's OASIS located at the following Internet URL address:
- [http://www.nwoasis.org/opi/system\\_news/index.shtm](http://www.nwoasis.org/opi/system_news/index.shtm), and as may be modified from time to time.

## 12. INFORMATION AND METERING REQUIREMENTS

Requirements and information regarding Information and Metering Requirements can be found in *The Technical Requirements for the Connection of Transmission Lines and Loads and the Technical Requirements for the Interconnection of Generation Resources* posted on the Transmission Provider's OASIS located at the following Internet URL address:

[http://www.nwoasis.org/opi/system\\_news/index.shtm](http://www.nwoasis.org/opi/system_news/index.shtm), and as may be modified from time to time.

## 13. METERING COSTS

- (a) Metering of Existing Facilities

The Transmission Provider shall be responsible for costs of all Transmission Provider-required new meter installation or meter replacements at a Transmission Customer facility existing on the Effective Date of this Service Agreement.

The Transmission Customer shall be responsible for the costs of:

- (1) Any meter replacement or new installation at points of delivery which are not required to achieve the best overall plan of service (convenience points of delivery); and
- (2) Any meters needed because the Transmission Customer changes Control Areas or is displacing transmission from the Transmission Provider; and/or meters requested by the Transmission Customers.

- (b) Metering of New Transmission Customer Facilities

The Transmission Provider shall be responsible for costs associated with installation of the Transmission Provider-approved metering at new facilities established after the Effective Date of this Service Agreement that are connected to the Transmission Provider's Transmission System.

The Transmission Customer shall be responsible for the costs of the Transmission Provider approved metering for:

- (1) All points of generation (resource) integration; and
- (2) All AGC interchange points; and
- (3) All other points of electrical interconnection, including convenience points of delivery.

## 14. COMMUNICATIONS

Requirements and information regarding Communications can be found in *The Technical Requirements for the Connection of Transmission Lines and Loads and the Technical Requirements for the Interconnection of Generation Resources* posted on the Transmission Provider's OASIS located at the following Internet URL address:

[http://www.nwoasis.org/opi/system\\_news/index.shtm](http://www.nwoasis.org/opi/system_news/index.shtm), and as may be modified from time to time.

**ATTACHMENT H**

**Annual Transmission Revenue Requirement For Network Integration Transmission  
Service**

(Intentionally Omitted)

**ATTACHMENT I**

**Index Of Network Integration Transmission Service Customers**

Date of Customer Service Agreement

## ATTACHMENT J

### Interconnection Procedures

The provisions of this attachment do not apply to interconnection agreements (as they may be amended) that exist as of September 30, 2001.

Interconnections are a component of transmission service. Interconnections to the FCRTS may be requested as part of Tariff service or separately. Any facilities that interconnect to the Transmission Provider's Transmission System shall be interconnected in accordance with an interconnection agreement and Good Utility Practice. Arrangements for interconnections shall be made if no interconnection agreement exists, an existing agreement providing for an interconnection terminates or is terminated, or material changes are made to an interconnection. Arrangements for interconnections shall be pursuant to the following procedures:

#### 1. Request for transmission service or interconnection:

- a) if part of Tariff service, pursuant to the procedures for arranging for firm Tariff transmission service and the reservation timing requirements of the Commission's Business Practice Standards for OASIS Transactions (OASIS Standards), as may be updated from time to time.
- b) if separate from Tariff service, pursuant to the procedures for arranging for firm PTP transmission service and the reservation timing requirements of the OASIS Standards, as they may be updated from time to time.

#### 2. Completed Application. Information shall include, but not be limited to:

- a) For points of interconnection that integrate generation resources with the FCRTS, pursuant to the provisions for application for Tariff service or, if separate from Tariff service, in accordance with the procedures for applying for firm PTP service, and the attached BPA Form No. F6420.24, as may be updated from time to time. Transmission Provider may request additional data if required including but not limited to planned project expansions, operating restrictions or conditions, maintenance schedules, loading levels, operating levels, power flow model in an approved WSCC format, and one-line diagram of the generation project.
- b) For points that interconnect loads or neighboring systems with the FCRTS, pursuant to the provisions for application for Tariff service or, if separate from Tariff service, in accordance with the procedures for applying for firm PTP service, and the attached BPA Form No. F6420.25, as updated from time to time. Transmission Provider may require additional data on interconnected loads or system interconnections with unique characteristics (e.g., eccentric loads and interruptible loads), including but not limited to operating restrictions or conditions, stability data, loading levels, operating levels, power flow model in an approved WSCC format, and one-line diagram of interconnection.

#### 3. Response Period

Transmission Provider will process requests for interconnection using the same procedures, timelines and standards used to process requests for long-term firm transmission service under the Tariff and the OASIS Standards.

#### 4. Studies

All requests for interconnections will be studied in the same manner as requests for Tariff transmission services. Transmission Provider will offer study agreements to reimburse Transmission Provider for performing applicable studies including System Impact Studies, Facilities Studies, and studies required in compliance with the National Environmental Policy Act (NEPA). The results of any studies will be valid as of the date of the study report for the conditions studied. Changes in generation or transmission facilities or other conditions which occur subsequent to the date of the study report may render the results contained therein no longer valid.

#### 5. Queue

Requests for interconnections will be queued pursuant to the procedures for queuing requests for Tariff service and the OASIS Standards. Queue priority rights are retained during the study period, including any studies for the Transmission Provider's necessary environmental review and the development of any necessary environmental mitigation requirements. Environmental review may affect the timing of tendering a study, construction and interconnection agreement or Service Agreement. Failure to timely return an executed study, construction and interconnection agreement or Service Agreement after it has been tendered will result in forfeiture of all queue priority rights.

#### 6. OASIS Posting

Transmission Provider will post the information regarding interconnection requests that is similar to the information posted for requests for Tariff service, except that Type of Service shall specify "interconnection" if no separate transmission service is requested. In such case, only the interconnection point (s) will be posted. .

#### 7. Interconnection Agreements and Construction and Operation Agreements

The planning, design, operation, and maintenance of the interconnection shall be in accordance with the reliability standards and criteria of the North American Electric Reliability Council (NERC), the Western Systems Coordinating Council (WSCC) (including the WSCC Reliability Management System reliability criteria if applicable), the Northwest Power Pool (NWPP), as may be modified from time to time; the reliability criteria posted by the Transmission Provider and the interconnecting party, as may be modified from time to time after public review and comment; and technical interconnection requirements or standards posted by the Transmission Provider and interconnecting party for interconnections with generation, loads, and transmission facilities, as may be modified from time to time after public review and comment.

- a) Interconnection Agreement will include, but not be limited to, provisions that address:

- 1) Safety devices and procedures. (e.g., clearance and switching)
- 2) Access to facilities.

- 3) Power quality.
  - 4) Metering requirements.
  - 5) Protective relay equipment
  - 6) power system stabilizers for generators and synchronous condensers
  - 7) Voltage schedules and voltage control.
  - 8) Automatic voltage control equipment on generators, synchronous condensers, and static VAR compensators
  - 9) Coordination of operating procedures
  - 10) Exchange of operating data, as appropriate
  - 11) Outage and maintenance coordination.
  - 12) Communication requirements and coordination.
  - 13) Interconnection Curtailment, Interruption or Disconnection procedures and equipment.
  - 14) Remedial Action Schemes (RAS), as appropriate (e.g., generation dropping scheme for protection).
  - 15) Load shedding scheme (if applicable to the specific circumstances).
  - 16) Restoration Procedures
- b) Construction Agreement, if construction required, providing Plan of Service, testing and energization, and, if appropriate, operation and maintenance, and cost responsibilities.
8. The interconnection component of transmission service conveys a right to transmission capacity at only the point of interconnection and does not provide or assure that any other component of transmission service is available.

## ATTACHMENT K

### Procedures for Redispatch at Preschedule and in Real Time

For the period October 1, 2001, through September 30, 2003, to the extent the Transmission Provider determines that the reliability of the Transmission System can be maintained by redispatching resources, the Transmission Provider shall implement redispatch in accordance with the provisions of this Attachment K.

1. The Transmission Provider shall issue instructions for the redispatch of resources (redispatch instructions) only to federal hydro-electric projects of the Federal Columbia River Power System (FCRPS). The Bonneville Power Administration's Power Business Line (PBL) shall have an obligation to comply with the Transmission Provider's redispatch instruction only if such instruction is issued in compliance with this Attachment K.
2. Except as provided in section 5(d) below the Transmission Provider shall not issue redispatch instructions pursuant to section 4 or 5 of this Attachment K unless it has curtailed all non-firm uses of the constrained transmission path for the period covered by the redispatch instructions.
3. When redispatch is provided pursuant to this Attachment K, the Transmission Provider shall not charge NT or PTP customers for the costs of such redispatch. The Transmission Provider shall have no obligation to compensate PBL for the costs incurred by PBL for any redispatch implemented in accordance with section 4 or 5 of this Attachment K.
4. Redispatch at Preschedule.
  - a. The Transmission Provider shall only implement redispatch in order to alleviate transmission constraints over the FCRTS Network. The Transmission Provider may not issue redispatch instructions pursuant to this section 4 to increase ATC.
  - b. The Transmission Provider shall not issue a redispatch instruction if compliance with such instruction by PBL would result in the violation of any non-power constraint on the FCRPS.
  - c. The Transmission Provider shall not issue redispatch instructions in order to mitigate the effects of planned or unplanned maintenance outages except as the Transmission Provider and the PBL may agree on a case-by-case basis pursuant to section 6 of this Attachment K.
  - d. If redispatch occurs repeatedly within any 5-day period in order to resolve a specific congestion problem or area (excessive redispatch), PBL may request, and the Transmission Provider shall provide, an after-the-fact analysis of any excessive redispatch to determine the cause of the constraint, the necessity of the redispatch and to identify effective alternatives to redispatch. The Transmission Provider shall provide such after-the-fact analysis as quickly as practicable. In the event of repeated excessive redispatch, PBL may refuse to implement redispatch instructions to resolve such specific congestion problem or area until the Transmission Provider implements all other reasonable, effective alternatives to redispatch.

- e. The Transmission Provider will document all redispatch instructions and provide such documented instructions to PBL in a timely fashion. At a minimum the Transmission Provider shall inform PBL of when, why and at what project the redispatch occurred and the extent of such redispatch.
  - f. PBL shall have the right to review the reasonableness of, and provide input into, the Transmission Provider's forecasts of load that are used in the calculation of ATC to the extent that such load is served by FCRPS resources.
  - g. The Transmission Provider and PBL shall develop procedures to insure coordination on preschedule in selecting a redispatch pattern in order to avoid spill, unbalanced movement of generation or a violation of section 4 or 5 of this Appendix K. "Unbalanced movement of generation" occurs if, for any given hour, the sum of generation increased by redispatch instruction and the sum of generation decreased by redispatch instruction do not net to zero. In the event that redispatch results in (1) spill or (2) an unbalanced movement of generation with an hour, the Transmission Provider shall compensate PBL based on an hourly energy index in the Pacific Northwest for those hours, if one exists, or if one does not exist, the Dow-Jones Mid-Columbia index for like hours.
5. Redispatch in Real Time
- a. The Transmission Provider shall communicate all redispatch instructions to PBL as soon as possible but no later than 15 minutes after the initiation of redispatch.
  - b. The Transmission Provider shall document all redispatch instructions and provide such documented instructions to PBL in a timely fashion. The Transmission Provider shall inform PBL of, at a minimum, when, generally why and at what project the redispatch occurred and the extent of such redispatch.
  - c. The Transmission Provider shall not issue a redispatch instruction if compliance with such instruction would result in the violation of any non-power constraint on the FCRPS unless such dispatch instruction is immediately necessary to preserve the reliability of the FCRTS or any portion of the FCRTS.
  - d. The Transmission Provider may implement redispatch prior to curtailing non-firm constrained path for the period only if redispatch prior to such curtailment is immediately necessary to preserve the reliability of the FCRTS or any portion of the FCRTS.
6. If the Transmission Provider wishes to redispatch other than pursuant to section 4 or 5 of this Attachment K, the Transmission Provider and PBL may agree to the terms for such redispatch including terms for compensation of PBL by the Transmission Provider. If the Transmission Provider issues a redispatch instruction that is not in accordance with section 4 or 5 of this Attachment K and if PBL implements such instruction, the Transmission Provider shall compensate PBL for all costs incurred by PBL in implementing such instruction.
7. This Attachment K and any agreements between the Transmission Provider and PBL to provide redispatch pursuant to this Attachment K shall terminate as of October 1, 2003.